

Agenda Item No. 9

City of Wichita
City Council Meeting
April 19, 2005

Agenda Report No. 05-0339

TO: Mayor and City Council Members

SUBJECT: Petitions for Street Paving and a Sanitary Sewer in Sand Plum Addition
(south of 45th St. North, west of Webb) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petitions.

Background: On May 18, 2004 and November 23, 2004, the City Council approved Petitions for street paving and a sanitary sewer in Sand Plum Addition. Since that time, the developer has divided a number of lots to reflect current home marketing conditions. The developer has submitted new Petitions to reallocate special assessments to accommodate the change in building site boundaries. The signature on the petitions represents 100% of the improvement districts.

Analysis: The projects will serve a new residential development located south of 45th St. North, west of Webb.

Financial Considerations: The existing Petitions total \$412,774. The new Petitions total \$461,000. The funding source is special assessments, except for the sewer project which includes \$15,000 paid by the Sanitary Sewer Utility for pipeline outside the improvement district.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of the majority of the property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petitions and adopt the Resolutions.

Agenda Item No. 11

City of Wichita
City Council Meeting
April 19, 2005

Agenda Report No. 05-0340

TO: Mayor and City Council Members

SUBJECT: Street Closure: Meridian at First St. (District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the street closure.

Background: Wildcat Construction Company, Inc. has contracted to install a large storm drainage system in west Wichita. Work began at the Arkansas River near the intersection of Athenian and McLean proceeded south on Athenian to First St., and is now nearing the intersection of First St. and Meridian as work moves west toward West St. The installation of the concrete box structure across Meridian will require a large excavation area and it will not be possible to safely or efficiently maintain traffic on Meridian while the drainage structure is being installed. Additionally, a 36" water main will be installed at this intersection at the same time as the storm drain work is being accomplished. The contractor is requesting a three-week closure of the intersection of Meridian and First to minimize traffic and related construction safety concerns. The requested street closure is tentatively scheduled to begin approximately 9:00 a.m. Tuesday, April 26, 2005 and be completed on or before 6:30 a.m. Tuesday, May 17, 2005. The contractor further requests that if the weather forecast at that time is not conducive to being able to accomplish the necessary work, they be allowed to request a delay in the start date.

Analysis: Wildcat Construction Company, Inc. is responsible for the placement of the required detour and construction signs and barricades and the notification of area businesses and residents. During the street closure, traffic on Meridian will be detoured as follows:

Southbound Meridian traffic will be detoured east from Meridian on Second St. to Seneca, south to Douglas, and then west to Meridian.

Northbound Meridian traffic will be detoured east from Meridian on Douglas, north to Second St., and then west to Meridian.

Financial Considerations: None.

Legal Considerations: None

Recommendation/Action: It is recommended that the City Council approve the street closure.

Agenda Item No. 12a

City of Wichita
City Council Meeting
April 19, 2005

Agenda Report No. 05-0341

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for Waterline along 135th Street West, 21st to 29th (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: On May 5, 2004, the City entered into an Agreement with TranSystems Corporation for designing a water line along 135th Street West from 21st to 29th for a design fee of \$9,400.

Analysis: TranSystems has been asked by the Water Department to design a 21" main sanitary sewer along 135th from 21st North to approximately 1,300 feet north of 21st Street in conjunction with the water project. The proposed Supplemental Agreement provides for the additional design services.

Financial Considerations: Payment to TranSystems will be on a lump sum basis of \$18,000, and will be paid by Revenue Bonds.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Supplemental Agreement and authorize the necessary signatures.

SUPPLEMENTAL AGREEMENT

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED MAY 5, 2004

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

TRANSYSTEMS CORPORATION

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated May 5, 2004) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to 24" WATER LINE IN 135TH STREET WEST FROM 21ST TO 29TH (Project No. 448 89941).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

MAIN 10, NORTHWEST INTERCEPTOR SEWER

(21" main sanitary sewer, more or less along 135th from 21st Street North to approximately 1,300 ft. north of 21st Street. The proposed alignment is from an existing 30" sanitary sewer east of the west property line of the Main Pump Station site at 21st and 135th Street West. The ENGINEER shall be responsible determine the locations of all connection points.)

(Project No. 468 83971)

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee specified below:

468 83971 \$18,000.00

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY by June 3, 2005; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions of inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

D. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2005.

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

TRANSYSTEMS CORPORATION

(Name and Title)

ATTEST:

Agenda Item No. 12b

City of Wichita
City Council Meeting
April 19, 2005

Agenda Report No. 05-0342

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for Kellogg & Rock Road Interchange (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement with Cook, Flatt and Strobel Engineers, P.A. (CF&S) to perform construction and administration services.

Background: On June 10, 1997, the City entered into an Agreement with CF&S to begin preliminary design for East Kellogg, from Edgemoor to 127th Street East. On May 8, 2001, the City entered into an agreement with CF&S to prepare construction plans for the

Kellogg and Rock Road Interchange, which include all construction from west of Armour to near the Kansas Turnpike.

On April 2, 2002, the City Council adopted Ordinance 45-294, which authorizes construction and provides funding for the project.

Analysis: The project design is nearing completion, and substantial amounts of right-of-way have been acquired. Originally, the Kellogg and Rock Road project was designed to be constructed as one large contract. Because of the time required to purchase and clear the right-of-way at various locations, the project has been divided into several smaller projects, which utilizes the right-of-way that has been acquired.

The agreement, dated June 10, 1997, with CF&S, provides that CF&S when authorized by Supplemental Agreement, will perform construction inspection and administration services. On January 11, 2000, Supplemental Agreement No. 1 was approved for CF&S to prepare final plans, specifications and estimates for the section of Kellogg from Sylvan Lane to 0.5 miles east of Woodlawn, known as the Woodlawn Interchange. On May 14, 2000, CF&S was given the Notice to Proceed with final plan preparation of the Kellogg & Rock Road Interchange in accordance with Supplemental Agreement No. 2. On September 17, 2002, Supplemental Agreement No. 3 was approved for CF&S to provide construction inspection and administration for the section the Woodlawn Interchange. On December 2, 2003, the City approved Supplemental Agreement No. 4 for construction inspection and administration of box culverts at Armour Road and Gypsum Creek, the Rock Road Pump Station, the northeast frontage road, and the Armour Road intersection of north of Kellogg. The proposed Supplemental Agreement No. 5 will provide construction and administration for all remaining work east to the Kansas Turnpike Authority (K.T.A.) and Kellogg and Rock Road Interchange.

Financial Considerations: Payment to CF&S will be on a cost plus fixed fee in amount not to exceed \$2,528,284.88. The total project cost for the Kellogg & Rock Road Interchange is estimated at \$105 million. The State of Kansas will contribute \$35,690,000 to assist with project construction. The balance of the funding will be provided by the City through the issuance of General Obligation Sales Tax Bonds with debt service payable from the annual proceeds of the local sales tax.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Supplemental Agreement and authorize the necessary signatures.

Agenda Item No. 12c

City of Wichita
City Council Meeting

April 19, 2005

Agenda Report No. 05-0343

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for Construction Engineering and Staking in Sawmill Creek Addition (east of Rock Road, north of 45th Street North) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: The City Council approved the water distribution system, sanitary sewer, storm water drainage and paving improvements in Sawmill Creek Addition on November 16, 2004. On February 15, 2005 the City approved Agreements with Ruggles & Bohm, P.A. (R&B) to design the improvements. The Design Agreements with R&B requires R&B to provide construction engineering and staking services if requested by the City.

Analysis: The proposed Supplemental Agreements between the City and R&B provides for construction engineering and staking for the improvements. Due to the current workload created by previous projects, City crews are not available to perform the staking for this project.

Financial Considerations: Payment to R&B will be on a lump sum basis of \$66,100, and will be paid by special assessments.

Legal Considerations: The Supplemental Agreements has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Supplemental Agreements and authorize the necessary signatures.

SUPPLEMENTAL AGREEMENT

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED FEBRUARY 15, 2005

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

RUGGLES & BOHM, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated February 15, 2005) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements in SAWMILL CREEK ADDITION (east of Rock, north of 45th Street North).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

STAKING, AS-BUILT AND CONSTRUCTION ENGINEERING

(as per the City of Wichita Standard Construction Engineering Practices)

WATER DISTRIBUTION SYSTEM NO. 448 90022 serving Lots 38 through 47, Block 2; Lots 1 through 15, Block 3; Lots 17 through 23, Block 4; Lots 1 through 9, Block 5; Lots 35 through 45, Block 5, Sawmill Creek Addition (east of Rock, north of 45th Street North) (Project No. 448 90022).

LATERAL 2, MAIN 11, SANITARY SEWER NO. 23 serving Lots 38 through 47, Block 2; Lots 1 through 15, Block 3; Lots 20 through 23, Block 4; Lots 1 through 8, Block 5; Lots 41 through 45, Block 5, Sawmill Creek Addition (east of Rock, north of 45th Street North) (Project No. 468 83171).

STORM WATER DRAIN NO. 156 serving Lots 1 through 47, Block 2; Lots 1 through 15, Block 3; Lots 17 through 23, Block 4; Lots 1 through 9, Block 5; Lots 35 through 45, Block 5; Lots 17 through 37, Block 7, Sawmill Creek Addition (east of Rock, north of 45th Street North) (Project No. 468 83169).

BLADE from the center line of Reserve E to the east line of Sawmill Creek Addition; MILL RUN from the east line of Lot 16, Block 4 to the south line of Blade; SCRAGG CIRCLE from the south line Blade to and including cul-de-sac; SCRAGG from the north line Blade to the east line Sawmill Creek Addition; and BLADE COURT from the north line Blade to and including cul-de-sac. Sidewalk to be constructed on one side of Mill Run and Blade (east of Rock, north of 45th Street North) (Project No. 472 84123).

As-built of all areas included in the project mass grading plan will be the responsibility of the ENGINEER and shall be submitted and sealed by a licensed land surveyor or registered professional engineer. Final elevations for all areas to be graded per plans, provisions or otherwise, including street right-of-way, lots, easements, ponds and reserve areas, shall be within +/- 0.2' of plan call-outs, unless otherwise stated in plans or provisions. ENGINEER will be responsible to coordinate any rework with the contractor, regardless of the number of times necessary to achieve allowable tolerance, and will ensure that a minimum slope is maintained in all drainage easements, especially in such cases where the +/- tolerance could result in a less than desirable percent of grade. Two copies of the project specific mass grading and pond construction plan sheets will be submitted to the project engineer as soon as possible after completion of final grading, will show original plan and final as-built elevations at all original call-out locations.

B. PAYMENT PROVISIONS

The lump sum fee and the accumulated partial payment limits in Section IV. A. shall be amended as follows:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee specified below:

Project No. 448 90022	\$ 6,000.00
Project No. 468 83171	\$ 9,100.00
Project No. 468 83169	\$21,500.00
Project No. 472 84123	\$29,500.00
TOTAL	\$66,100.00

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2005.

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law
RUGGLES & BOHM, P.A.

ATTEST: _____
(Name & Title)

Agenda Item No. 12d

City of Wichita
City Council Meeting
April 19, 2005

Agenda Report No. 05-0344

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for Construction Engineering and Staking in
Avalon Park 2nd Addition (north of 37th Street North, east of Tyler) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: The City Council approved the water distribution system, sanitary sewer, storm water drainage and paving improvements in Avalon Park 2nd Addition on December 16, 2003. On November 2, 2004 the City approved Agreements with Professional Engineering Consultants, P.A. (PEC) to design the improvements. The

Design Agreements with PEC requires PEC to provide construction engineering and staking services if requested by the City.

Analysis: The proposed Supplemental Agreements between the City and PEC provides for construction engineering and staking for the improvements. Due to the current workload created by previous projects, City crews are not available to perform the staking for this project.

Financial Considerations: Payment to PEC will be on a lump sum basis of \$81,000, and will be paid by special assessments.

Legal Considerations: The Supplemental Agreements has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Supplemental Agreements and authorize the necessary signatures.

SUPPLEMENTAL AGREEMENT

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED NOVEMBER 2, 2004

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated November 2, 2004) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements in AVALON PARK 2ND ADDITION (north of 37th Street North, east of Tyler).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

CONSTRUCTION ENGINEERING AND STAKING

(as per the City of Wichita Standard Construction Engineering Practices)

WATER DISTRIBUTION SYSTEM NO. 448 89908 serving Lots 1 through 24, Block 1; Lots 1 through 13, Block 2, Avalon Park 2nd Addition (north of 37th Street North, east of Tyler) (Project No. 448 89908).

LATERAL 16, MAIN 19, SOUTHWEST INTERCEPTOR SEWER serving Lots 1 through 24, Block 1; Lots 1 through 16, Block 2, Avalon Park 2nd Addition (north of 37th Street North, east of Tyler) (Project No. 468 83748).

STORM WATER DRAIN NO. 224 serving Lots 1 through 24, Block 1; Lots 1 through 16, Block 2, Avalon Park (north of 37th Street North, east of Tyler) (Project No. 468 83750).

PEPPER RIDGE/HAVENHURST from the north line of 37th Street North to the east line of Tyler Road; and HAVENHURST COURT from the north line of Havenhurst and including the cul-de-sac. SIDEWALK to be installed along the west and south sides of Pepper Ridge and the south side of Havenhurst, from the north line of 37th Street North to the east line of Tyler Road (north of 37th Street North, east of Tyler) (Project No. 472 83899).

B. PAYMENT PROVISIONS

The lump sum fee and the accumulated partial payment limits in Section IV. A. shall be amended as follows:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee specified below:

448 89908	\$ 7,000.00
468 83748	\$24,000.00
468 83750	\$24,000.00
472 83899	\$26,000.00
TOTAL	\$81,000.00

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2005.

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

(Name & Title)

ATTEST:

Agenda Item No. 13a

City of Wichita
City Council Meeting
April 19, 2005

Agenda Report No. 05-0345

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Woodland Lakes Estates 3rd Addition
(south of Lincoln, west of 127th Street East) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the water distribution system, sanitary sewer, storm water drainage and paving improvements in Woodland Lakes Estates 3rd Addition on March 18, 2003.

Analysis: The proposed Agreement between the City and MKEC Engineering Consultants, P.A. (MKEC) provides for the design of bond financed improvements consisting of water distribution system, sanitary sewer, storm water drainage and paving in Woodland Lakes Estates 3rd Addition. Per Administrative Regulation 7a, staff recommends that MKEC be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to MKEC will be on a lump sum basis of \$63,300, and will be paid by special assessments.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

MKEC ENGINEERING CONSULTANTS, INC.

for

WOODLAND LAKES ESTATES 3RD ADDITION

THIS AGREEMENT, made this _____ day of _____, 2004, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and MKEC ENGINEERING CONSULTANTS, INC., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NO. 448 89787 serving Lots 1 through 11, Block 3; Lots 1 through 30, Block 4, Woodland Lakes Estates 3rd Addition (south of Lincoln, west of 127th Street East) (Project No. 448 89787).

LATERAL 347, FOUR MILE CREEK SEWER serving Lots 1 through 7, Block 3; Lots 1 through 25, Block 4; Lots 27 through 30, Block 4, Woodland Lakes Estates 3rd Addition (south of Lincoln, west of 127th Street East) (Project No. 468 83590).

STORM WATER DRAIN NO. 199 serving Lots 1 through 31, Block 3; Lots 1 through 34, Block 4, Woodland Lakes Estates 3rd Addition (south of Lincoln, west of 127th Street East) (Project No. 468 83592).

GLENMOOR from the north line of Zimmerly to the south line of Lincoln;

GLENMOOR COURT serving Lots 1 through 9, Block 4, from the east line of Glenmoor to and including the cul-de-sac; GLENMOOR COURT serving Lots 13 through 26, Block 4, from the east line of Glenmoor to and including the cul-de-sac; SIDEWALK on one side of Glenmoor from the north line of Zimmerly to the south line of Lot 13, Block 4 (south of Lincoln, west of 127th Street East) (Project No. 472 83717).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Woodland Lakes Estates 3rd Addition and perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).

B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.

C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$5,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This

policy shall include an “all state” endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman’s Compensation Law. The liability limit shall be not less than:

Workman’s Compensation – Statutory
Employer’s Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER’S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the CITY’S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.

C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

D. To provide the right-of-entry for ENGINEER’S personnel in performing field surveys and inspections.

E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 448 89787	\$ 6,600.00
Project No. 468 83590	\$ 5,500.00
Project No. 468 83592	\$25,000.00
Project No. 472 83717	\$26,200.00
TOTAL	\$63,300.00

B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
2. Additional design services not covered by the scope of this agreement.
3. Construction staking, material testing, inspection and administration related to the PROJECT.
4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work, or because the services of the ENGINEER are unsatisfactory; PROVIDED, however, that in any case the ENGINEER shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this agreement, but in no case shall payment be more than the ENGINEER'S actual costs plus a fee for profit based upon a fixed percentage of the ENGINEER'S actual costs.

B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.

C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.

E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.

G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.

H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY

COUNCIL

Carlos Mayans, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

MKEC ENGINEERING CONSULTANT, INC.

(Name & Title)

ATTEST:

EXHIBIT "A"
SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22" x 36" Mylar sheets.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
3. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
4. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 78, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3 1/2"), CD-ROM, or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design

work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.

5. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.

6. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

7. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.

8. All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2" diskette in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.

9. Project Milestones. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the PROJECT as stipulated below and generally in accordance with the project bar chart attached to Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

a. Plan Development for the water improvements by 120 days from notice to proceed.

(Project No. 448 89787).

b. Plan Development for the sewer improvements by 120 days from notice to proceed.

(Project No. 468 83590).

c. Plan Development for the drainage improvements by 120 days from notice to proceed.

(Project No. 468 83592).

d. Plan Development for the paving improvements by 120 days from notice to proceed.

(Project No. 472 83717).

Agenda Item No. 13b

City of Wichita
City Council Meeting
April 19, 2005

Agenda Report No. 05-0346

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Auburn Hills 15th Addition (west of 135th Street West, north of Kellogg) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the water distribution system and paving improvements in Auburn Hills 15th Addition on March 1, 2005.

Analysis: The proposed Agreement between the City and Baughman Company, P.A. provides for the design of bond financed improvements consisting of water distribution system and paving in Auburn Hills 15th Addition. Per Administrative Regulation 7a, staff recommends that Baughman be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to Baughman will be on a lump sum basis of \$19,300, and will be paid by special assessments.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

BAUGHMAN COMPANY, P.A.

for

AUBURN HILLS 15TH ADDITION

THIS AGREEMENT, made this _____ day of _____, 2005, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and BAUGHMAN COMPANY, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NUMBER 448 90035 serving Lots 13 through 36, Block B; Lots 3 through 9, Block C, Auburn Hills 15th Addition (west of 135th Street West, north of Kellogg) (Project No. 448 90035).

MONTEREY from the west line of Lot 37, Block B, north to the south line of Lot 19, Block B, OCALA from the south line of Lot 19, Block B, north to the west line of Lot 12, Block B, OCALA COURT from the west line of Monterey and that sidewalk be constructed along one side of Monterey and Ocala (west of 135th Street West, north of Kellogg) (Project No. 472 84145).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Auburn Hills 15th Addition and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).

B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.

C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the

course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.

C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.

E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 448 90035	\$ 5,900.00
Project No. 472 84145	\$13,400.00
TOTAL	\$19,300.00

B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
2. Additional design services not covered by the scope of this agreement.
3. Construction staking, material testing, inspection and administration related to the PROJECT.
4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work, or because the services of the ENGINEER are unsatisfactory; PROVIDED, however, that in any case the ENGINEER shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this agreement, but in no case shall payment be more than the ENGINEER'S actual costs plus a fee for profit based upon a fixed percentage of the ENGINEER'S actual costs.

B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.

C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.

E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.

G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.

H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY

COUNCIL

Carlos Mayans, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

(Name & Title)

ATTEST:

“EXHIBIT “A

SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22” x 36” mylar sheets.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I - PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Soils and Foundation Investigations. The CITY’S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER’S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
3. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.

4. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT's plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 78, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3 1/2"), CD-ROM, or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
5. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the monumentation of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
6. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.
7. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.
8. All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2" diskette in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
9. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
 - a. Plan Development for the water improvements by April 18, 2005.
(Project No. 448 90035).
 - b. Plan Development for the paving improvements by April 25, 2005.
(Project No. 472 84145).

Agenda Item No. 13c

City of Wichita
City Council Meeting
April 19, 2005

Agenda Report No. 05-0347

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for The Waterfront Addition (north of 13th, east of Webb) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the water distribution system, sanitary sewer and storm water drainage improvements in The Waterfront Addition on March 22, 2005.

Analysis: The proposed Agreement between the City and MKEC Engineering Consultants, P.A. (MKEC) provides for the design of bond financed improvements consisting of water distribution system, sanitary sewer and storm water drainage in The Waterfront Addition. Per Administrative Regulation 7a, staff recommends that MKEC be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to MKEC will be on a lump sum basis of \$29,050, and will be paid by special assessments.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

MKEC ENGINEERING CONSULTANTS, INC.

for

THE WATERFRONT ADDITION

THIS AGREEMENT, made this _____ day of _____, 2005, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and MKEC ENGINEERING CONSULTANTS, INC., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NO. 448 90037 serving Lot 3, Block 1, except beginning at the northwest corner of said Lots 3, thence along a curve to the right and along the north line of said Lot 3, 33.53 feet, said curve having a central angle of $07^{\circ}41'03''$, a radius of 250.00 feet, and along chord distance of 33.50 feet, bearing $S69^{\circ}28'12''$ E; thence continuing along said north line on a platted bearing of $S65^{\circ}37'40''$ E, 267.82 feet; thence $S23^{\circ}53'43''$ W, 46.00 feet; thence $N65^{\circ}37'40''$ W, 119.85 feet; thence $S79^{\circ}38'35''$ W, 79.51 feet; thence $S24^{\circ}22'20''$ W, 56.40 feet; thence $S01^{\circ}06'12''$ W, 167.69 feet; thence $S30^{\circ}00'00''$ E, 106.49 feet to the southwesterly line of said Lot 3; thence along said southwesterly line of said Lot 3, $N53^{\circ}19'02''$ W, 37.89 feet to the westerly line of said Lot 3; thence along said westerly line for the next four courses, $N22^{\circ}10'21''$ W, 171.48 feet; thence $N14^{\circ}23'50''$ E, 69.32 feet; thence $N00^{\circ}35'51''$ W, 82.64 feet; thence $N09^{\circ}01'02''$ W, 110.57 feet to the point of beginning; Lot 4, Block 1, The Waterfront Addition (north of 13th, east of Webb) (Project No. 448 90037).

LATERAL 50, MAIN 24, WAR INDUSTRIES SEWER serving Lot 3, Block 1, except beginning at the northwest corner of said Lots 3, thence along a curve to the right and along the north line of said Lot 3, 33.53 feet, said curve having a central angle of $07^{\circ}41'03''$, a radius of 250.00 feet, and along chord distance of 33.50 feet, bearing $S69^{\circ}28'12''$ E; thence continuing along said north line on a platted bearing of $S65^{\circ}37'40''$ E, 267.82 feet; thence $S23^{\circ}53'43''$ W, 46.00 feet; thence $N65^{\circ}37'40''$ W, 119.85 feet; thence $S79^{\circ}38'35''$ W, 79.51 feet; thence $S24^{\circ}22'20''$ W, 56.40 feet; thence $S01^{\circ}06'12''$ W, 167.69 feet; thence $S30^{\circ}00'00''$ E, 106.49 feet to the southwesterly line of said Lot 3; thence along said southwesterly line of said Lot 3, $N53^{\circ}19'02''$ W, 37.89 feet to the westerly line of said Lot 3; thence along said westerly line for the next four courses,

N22°10'21" W, 171.48 feet; thence N14°23'50" E, 69.32 feet; thence N00°35'51" W, 82.64 feet; thence N09°01'02" W, 110.57 feet to the point of beginning; Lot 4, Block 1, The Waterfront Addition (north of 13th, east of Webb) (Project No. 468 83949).
STORM WATER SEWER NO. 612 serving Lot 3, Block 1, except beginning at the northwest corner of said Lots 3, thence along a curve to the right and along the north line of said Lot 3, 33.53 feet, said curve having a central angle of 07°41'03", a radius of 250.00 feet, and along chord distance of 33.50 feet, bearing S69°28'12" E; thence continuing along said north line on a platted bearing of S65°37'40" E, 267.82 feet; thence S23°53'43" W, 46.00 feet; thence N65°37'40" W, 119.85 feet; thence S79°38'35" W, 79.51 feet; thence S24°22'20" W, 56.40 feet; thence S01°06'12" W, 167.69 feet; thence S30°00'00" E, 106.49 feet to the southwesterly line of said Lot 3; thence along said southwesterly line of said Lot 3, N53°19'02" W, 37.89 feet to the westerly line of said Lot 3; thence along said westerly line for the next four courses, N22°10'21" W, 171.48 feet; thence N14°23'50" E, 69.32 feet; thence N00°35'51" W, 82.64 feet; thence N09°01'02" W, 110.57 feet to the point of beginning; Lot 4, Block 1, The Waterfront Addition (north of 13th, east of Webb) (Project No. 468 83951).
STORM WATER DRAIN NO. 250 serving Lot 3, Block 1, except beginning at the northwest corner of said Lots 3, thence along a curve to the right and along the north line of said Lot 3, 33.53 feet, said curve having a central angle of 07°41'03", a radius of 250.00 feet, and along chord distance of 33.50 feet, bearing S69°28'12" E; thence continuing along said north line on a platted bearing of S65°37'40" E, 267.82 feet; thence S23°53'43" W, 46.00 feet; thence N65°37'40" W, 119.85 feet; thence S79°38'35" W, 79.51 feet; thence S24°22'20" W, 56.40 feet; thence S01°06'12" W, 167.69 feet; thence S30°00'00" E, 106.49 feet to the southwesterly line of said Lot 3; thence along said southwesterly line of said Lot 3, N53°19'02" W, 37.89 feet to the westerly line of said Lot 3; thence along said westerly line for the next four courses, N22°10'21" W, 171.48 feet; thence N14°23'50" E, 69.32 feet; thence N00°35'51" W, 82.64 feet; thence N09°01'02" W, 110.57 feet to the point of beginning; Lot 4, Block 1, The Waterfront Addition (north of 13th, east of Webb) (Project No. 468 83950).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in The Waterfront Addition and perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of

the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.

C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.

E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 448 90037	\$ 5,300.00
Project No. 468 83949	\$ 3,000.00
Project No. 468 83951	\$ 8,950.00
Project No. 468 83950	\$11,800.00
TOTAL	\$29,050.00

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
 2. Additional design services not covered by the scope of this agreement.
 3. Construction staking, material testing, inspection and administration related to the PROJECT.
 4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work, or because the services of the ENGINEER are unsatisfactory; PROVIDED, however, that in any case the ENGINEER shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this agreement, but in no case shall payment be more than the ENGINEER'S actual costs plus a fee for profit based upon a fixed percentage of the ENGINEER'S actual costs.

B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.

C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.

E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.

G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.

H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

COUNCIL

BY ACTION OF THE CITY

Carlos Mayans, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

MKEC ENGINEERING CONSULTANT, INC.

(Name & Title)

ATTEST:

EXHIBIT "A"
SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22" x 36" Mylar sheets.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
3. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
4. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 78, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3 1/2"), CD-ROM, or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design

work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.

5. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the monumentation of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.

6. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

7. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.

8. All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2" diskette in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.

9. Project Milestones. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the PROJECT as stipulated below and generally in accordance with the project bar chart attached to Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

a. Plan Development for the water improvements by 120 days from notice to proceed.

(Project No. 448 90037).

b. Plan Development for the sewer improvements by 120 days from notice to proceed.

(Project No. 468 83949).

c. Plan Development for the storm water sewer improvements by 120 days from notice to proceed.

(Project No. 468 83951).

d. Plan Development for the storm water drain improvements by 120 days from notice to proceed.

(Project No. 468 83950).

Agenda Item No. 14

City of Wichita
City Council Meeting
April 19, 2005

Agenda Report No. 05-0348

TO: Mayor and City Council Members

SUBJECT: Change Order: First and Second Street Drainage Outfall, from West Street to the Arkansas River (Districts IV and VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Change Order.

Background: On September 28, 2004 the City Council approved a construction contract for a storm water drain from West Street, along First and Second Streets, then north at Athenian to the Arkansas River at McLean. Athenian is a narrow concrete street with a median. The amount of pavement restoration needed at Athenian, due to the poor pavement condition, exceeds the amount expected at the time the project was designed. In addition, the median will be narrowed which will allow on-street parking and wider traffic lanes.

Analysis: A Change Order has been prepared for the additional work. Funding is available within the project budget.

Financial Considerations: The total cost of the additional work is \$115,000 with the total paid by the Drainage Utility. The original contract is \$5,365,623. This Change Order plus previous Change Orders represents 2.18% of the original contract amount.

Legal Considerations: The Law Department has approved the Change Order as to legal form. The Change Order amount is within 25% of the construction contract cost limit set by the City Council policy.

Recommendation/Action: It is recommended that the City Council approve the Change Order and authorize the necessary signatures.

October 26, 2004
PUBLIC WORKS-ENGINEERING CHANGE ORDER

To: Dondlinger & Sons Project: Water Main Replacement – Harry, Oliver to Woodlawn
Change Order No.: 3 Project No.: 448-89700
Purchase Order No.: 301361 OCA No.: 636116
CHARGE TO OCA No.: 636116 PPN: 772513

Please perform the following extra work at a cost not to exceed \$11,950.00

There were originally 60 services estimated to be in need of repair, and 29 more are needed.

OVERRUN:

Long Water Service (1") – 4 ea @ \$550.00/ea = \$ 2,200.00

Short Water Service (1") – 25 ea @ \$450.00/ea = \$11,250.00

UNDERRUN:

Long Water Service (2") – 1 ea @ \$1,500.00/ea = (\$ 1,500.00)

Total \$11,950.00

Recommended By: Approved:

_____	_____	_____
Lawrence Schaller, P.E.	Date	Jim Armour, P.E.
Construction Engineer		Acting City Engineer

Approved: Approved:

_____	_____	_____
Contractor	Date	Chris Carrier, P.E.
		Acting Director of Public Works

Approved as to Form: By Order of the City Council:

_____	_____	_____
Gary Rebenstorf	Date	Carlos Mayans
Director of Law		Mayor

Attest: _____
City Clerk

Agenda Item No. 15a

CITY OF WICHITA
City Council Meeting
April 19, 2005

Agenda Report No. 05-0349

TO: Mayor and City Council Members

SUBJECT: Acquisition of a Property in the Southeast Corner of 11th Street and
Indiana for the McAdams Neighborhood Revitalization Project (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition

Background: The McAdams revitalization and beautification project calls for the development of a pocket park and playground at the southeast corner of 11th & Indiana. The plans for the park require the acquisition of two parcels. The subject parcel is owned by Mr. Ronald Walters. The corner site contains 6,228 square feet and is currently vacant.

Analysis: The parcel was valued at \$4,000 based on similar properties in the immediate vicinity. This amount was offered to the owner and the owner has agreed to sell it for \$4,000. The site is currently open space and will become the north half of the proposed park.

Financial Considerations: A budget of \$4,500 is requested. This includes \$4,000 for the acquisition and \$500 for closing costs and title insurance. The revitalization plan includes \$100,000 for the acquisition and development of the park. The funding source is the CDBG funds.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Real Estate Purchase Contract and 2) Authorize all necessary signatures.

Agenda Item No. 15b

CITY OF WICHITA

City Council Meeting
April 19, 2005

Agenda Report No. 05-0350

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 1133 North Main as a portion of the Abandoned Union Pacific Rail Corridor for the Midtown Greenway (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: In 1999, the Union Pacific Railroad abandoned the rail corridor that runs from Central Ave. And Wichita St. to 15th St. and Broadway. Through this abandonment, rights to the corridor reverted to the adjacent property owners on both sides. The city has reviewed the former corridor and decided that it could be utilized to develop a greenway/linear park connecting Horace Mann, Irving and Park Schools and the bicycle path on Central. In April 2002, the City Council approved \$74,000 in CDBG funding to acquire portions of the abandoned Union Pacific corridor from Central to 15th St. from the adjacent owners.

Analysis: Due to their size and configuration, the tracts being acquired are not developable by themselves. The majority of the tracts abut developed properties but lie outside the fenced, defined boundaries of the properties. The purchase price of similar tracts was reviewed to estimate market value. These amounts were offered to the adjacent property owners with several accepting the offers. The owner at 1133 N. Main has agreed to sell to the city his portion of the Union Pacific Railroad tract consisting of 6,371 square feet at \$2,500.

Financial Considerations: A budget of \$2,650 is requested for the acquisition. This includes \$2,500 for the acquisition and \$150 for closing costs. The funding source is previously approved CDBG funds.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council 1) Approve the budget, 2) Approve the real estate purchase contract and 3) Authorize necessary signatures.

Agenda Item No. 16

City of Wichita
City Council Meeting
April 19, 2005

Agenda Report No. 05-0351

TO: Mayor and City Council

SUBJECT: Grant Application for Kansas Emergency Shelter Grant Funds
(All Districts)

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the application submission.

Background: The State of Kansas receives Emergency Shelter Grant (ESG) funds under the McKinney-Vento Homeless Assistance Act. These funds are awarded to local government agencies throughout the state on behalf of homeless service providers. Awards are based on statewide competition. In the past, the City of Wichita has applied for and received emergency shelter grants from the Kansas state program on behalf of local providers, in addition to the City's ESG direct allocation from HUD.

The Kansas Housing Resources Corporation (KHRC) has issued a statewide "Application for a 2005 Kansas Emergency Shelter Grant (KESGP)". The total amount available is \$878,724. Eight homeless service providers in Wichita have submitted requests to the City for the 2005 KESGP application, as detailed below. These projects will be evaluated by the KHRC for funding awards, against projects submitted by other local government agencies in the state.

Analysis: The City of Wichita grant application includes funds for the following agencies and activities:

1. Catholic Charities Anthony Family Shelter - \$11,040 is requested for case management services.
2. Catholic Charities Harbor House - \$6,000 is requested for shelter supplies and maintenance.
3. Center of Hope - \$8,000 is requested for homeless prevention (assistance with rent and utilities).
4. Inter-Faith Inn - \$29,700 is requested for shelter operations and case management services.

5. Salvation Army Emergency Lodge - \$25,000 is requested for shelter supplies and utilities.
6. Ti'Wiconi Safe Haven - \$14,450 is requested for shelter operations and case management services.
7. UMUM Drop-In Center - \$10,500 to purchase equipment, one part time position and shelter supplies.
8. YWCA - \$5,500 is requested for shelter operations and maintenance.
9. City of Wichita - The City is allowed up to 2.5% for administration of the grant. The amount received for administration will be determined by the amount awarded to the City.

Financial Considerations: The total amount of the request is \$110,190. Each of the requesting agencies has committed to providing the required matching funds or volunteer hours. A total of \$878,724 is available for the State of Kansas ESG program in 2005.

Recommendations/Actions: It is recommended that the City Council approve the application for grant funds, and authorize necessary signatures for the application and necessary signatures for contracts if funding is awarded.

Agenda Item No. 17

City of Wichita
City Council Meeting
April 19, 2005

Agenda Report No. 05-0352

TO: Mayor and City Council

SUBJECT: Kansas Community Service Tax Credit Program Applications

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Endorse the applications.

Background: Each year, since 1994, the Kansas Community Service Program (CSP) has offered non-profit organizations a way to improve their ability to undertake major capital fund-raising drives for various projects. A total of \$4.1 million of tax credits has been allocated and will be awarded this year to eligible non-profit organizations to offer

Kansas tax credits for contributions made to approved projects. Under this program, projects eligible for tax credit awards include community service, crime prevention, and health care. Eligible contributors (usually private for profit companies) receive a tax credit equal to 50% of the amount donated to non-profits. Typically, the tax credit proceeds are used for capital projects, either new facilities or expansion of existing facilities that are one-time in nature. Applications for the State tax credits for non-profits are competitive. The Kansas Community Service Program is administered by the Kansas Department of Commerce.

Analysis: Boys and Girls Club of South Central Kansas, Inc., Inter-Faith Development Corporation, POWER Community Development Corporation and H.O.P.E., Inc., have each submitted a request for Local Government Endorsement of their State tax credit applications. If approved by the State, the contributor is eligible to receive 50% credit of the cash contribution towards their State income taxes for contributions made to the community service organization during a one-year period from the date of application approval.

The applications presented by Boys and Girls Club of South Central Kansas, Inc., Inter-Faith Development Corporation, POWER Community Development Corporation and H.O.P.E., Inc., have been reviewed by the Housing and Community Services and Planning Departments, and are consistent with the City's goals and objectives and the Consolidated Plan. They have also been reviewed for compliance with local codes and zoning requirements. (A summary of each application is attached).

Legal Considerations: The proposed applications do not conflict with any local plans, zoning or land use requirements. The endorsement does not obligate the City to fund, supervise or in any way associate itself with the applicant. A Local Government Endorsement is recommended by the Kansas Department of Commerce. If the City does not approve the Local Government Endorsement, the applicant will lose points in the competitive application process.

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Financial Considerations: The City is not obligated to provide any financing for the projects and approval of the Local Government Endorsement does not obligate the City to fund any project or provide real property for a project.

Recommendations/Actions: It is recommended the City Council support the applications and authorize the Mayor to sign the Local Government Endorsement Forms.

05-0352

SUMMARY

2006 KANSAS COMMUNITY SERVICE TAX CREDIT APPLICATIONS

Boys and Girls Club of South Central Kansas, Inc.

Boys and Girls Club of South Central Kansas, Inc., proposes to construct a new state-of-the-art, multi-purpose, community accessible facility. The new facility will have the capacity to house and serve up to 1,000 youth in a variety of seasonal and regular activities. A full gymnasium, computer center, library, learning center, commercially equipped kitchen and landscaped playground area will provide positive programs for youth and adults. The proposed location of the new facility is an area just west of 21st Street North and Grove, on the north side of the street, between Jardine Street and Horn Street. Boys and Girls Club desires to use a portion of the area formerly occupied by the Heartspring Campus, specifically the area once occupied by the Heartspring administration building, power plant and classrooms (approximately 12 acres of the remaining 25 acres). The amount of funds needed for the completion of this project is approximately \$10 million. Boys and Girls Club is requesting an amount of \$250,000 in Kansas Community Service Tax Credits. Staff of the Housing & Community Service and Planning Departments have reviewed the application.

Staff recommends approval of the Local Government Endorsement.

Inter-Faith Development Corporation

Inter-Faith Development Corporation is requesting a total of \$250,000 in Kansas Community Service Tax Credits for Inter-Faith Permanent Housing Development Phase IV that has an estimated total budget of \$3,805,055. The Inter-Faith Permanent Housing Development Phase IV project is located approximately ½ mile north of the “central business district”, between Market and Broadway, and 8th St. and 9th St. This area is within a block of the Inter-Faith Development Corporation offices. This project will include the development of 40 units; 16 units will be set aside for formerly homeless persons who have a disability (chronic mental illness, drug and alcohol disabilities, or physical disabilities). In addition, 20 two-bedroom and four three-bedroom units will provide permanent housing for families who have experienced homelessness and disabilities. Included in the project are areas set aside for residents to garden, exercise, do their laundry, play cards or games, watch TV or experience a community meal. Staff of the Housing & Community Services and Planning Departments have reviewed the Inter-Faith Development Corporation’s application.

Staff recommends approval of the Local Government Endorsement.

H.O.P.E., Inc.

H.O.P.E., Inc. is requesting a total of \$175,000 in Kansas Community Service Tax Credits for the “First Link” project. The project budget totaling \$350,000 includes the acquisition and renovation of building located at 2137 N. Patten. H.O.P.E., Inc. plans to develop a community-based, comprehensive service system for persons who are homeless, low-income, youth, adolescents, victims of domestic violence, seniors, disadvantaged, and individuals with special needs. Community resources and services will be identified and coordinated through the system to serve the identified population. Intervention strategies will be designed and disseminated through the “First Link”

project. Staff of the Housing & Community Services and Planning Departments have reviewed the application submitted by H.O.P.E., INC.

Staff recommends approval of the Local Government Endorsement.

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POWER Community Development Corporation

Power CDC is requesting a total of \$150,000 in Kansas Community Service Tax Credits to assist in financing the construction of a 15,000 square foot building at 13th and Grove. The building will be leased as a grocery store to the Save-a-Lot grocery chain. Power CDC will retain ownership in the building and lease it at a reduced rate to attract an operator that will provide a needed service to the northeast community. The donations received from using the Kansas Community Service Tax Credit program will help leverage other funds for the project. The \$1.3 million project has received a \$750,000 federal grant and will be financed through a private lender and other sources. Staff of the Housing & Community Services and Planning Departments have reviewed the application submitted by POWER CDC.

Staff recommends approval of the Local Government Endorsement.

Agenda Item No. 18

City of Wichita
City Council Meeting
April 19, 2005

Agenda Report No. 05-0353

TO: Mayor and City Council

SUBJECT: Southeast Water Transmission Facility (Districts I, II, III, and IV)

INITIATED BY: Water & Sewer Department

AGENDA: Consent

Recommendation: Approve the expenditure for the Southeast Water Transmission Facility from Maple and Exposition to the southeast booster pump station.

Background: Potential water pressure problems were identified in the 2004 Water Master Plan Update in portions of the southeast Wichita water distribution system and future growth areas in southeast Sedgwick County. The future growth areas were identified by the Metropolitan Area Planning Department (MAPD).

Analysis: On April 8, 2003, City Council approved a Water Master Plan Update and Burns & McDonnell were selected as consultant engineers. In the process of updating the water distribution water model and analyzing the water distribution system, which includes the latest growth predictions by MAPD, Burns & McDonnell recommended a new water distribution booster pump station facility. Their recommendation is to locate the booster pump south of Harry between Woodlawn and Rock Road. The new booster pump station facility was approved by City Council on April 5, 2005.

The pump station will initially tie into the existing 20-inch main; however, by the year 2008, a much larger water supply will be required. The Southeast Transmission Facility will be comprised of 48-inch, 42-inch and 36-inch water pipelines. This first phase, Route Study and Design of Interstate I-35 crossing, will determine the optimal route for the transmission facility. The critical design and construction portion for the entire project is the design of the 48-inch crossing under I-35.

Financial Considerations: Capital Improvement Program (CIP W-1194), Maple and Exposition to SEBPS, is included in the 2005 recommended CIP. The budget for the project is \$12.8 million: \$2.0 million is budgeted in 2005, \$6.4 million in 2006, and \$4.4 million in 2007. The project will be funded from Water Utility revenues and reserves, and/or a future revenue bond issue.

Legal Considerations: The Law Department has approved the Resolution as to form.

Recommendations/Actions: It is recommended that the City Council: 1) approve the expenditure; 2) adopt the Resolution; and 3) authorize the necessary signatures.

Agenda Item # 19

City of Wichita
City Council Meeting
April 19, 2005

Agenda Report 05-0354

TO: Mayor and City Council

SUBJECT: Purchase Option (Excel Corporation) (Districts VI)

INITIATED BY: City Manager's Office

AGENDA: Consent

Recommendation: Adopt the Resolution and approve the Special Warranty Deed and Termination of Lease Agreement.

Background: On October 20, 1992, City Council approved issuance of \$3.9 million in Industrial Revenue Bonds for Excel Corporation a Delaware Corporation. The Bonds were issued to finance acquisition of an office building located at 151 N. Main. Excel Corporation has decided to exercise its purchase option on the IRB-financed property.

Analysis: Under the provisions of Sections 16.1 and 16.2 of the Lease Agreement for Series VIII, 1992 Bonds, Excel Corporation, the Tenant, has the option if all outstanding bonds and Trustee Fees have been paid to purchase the facility from the City of Wichita for the sum of \$100. The City of Wichita, on January 10, 2005, received notice from the Trustee that all bonds were paid, and Excel Corporation's desire to take reconveyance. The City will deliver the instruments needed to deed the bond financed property back to Excel Corporation and terminate the IRB Lease.

Financial Considerations: The purchase price is \$100 and other considerations as listed under the provision of the Lease Agreement including all payments necessary to redeem and retire all outstanding bonds. This price includes without limitations, the payment of all outstanding principal, interest, and all other expenses of redemption, and trustee fees, after the deduction of any amounts provided for in the Lease Agreement and available for such redemption.

Legal Considerations: The City is contractually bound to convey the IRB Project property to the Tenant by special warranty deed, once all the conditions established in the Lease have been met. The City Attorney's Office has approved the form of the attached Resolution, Special Warranty Deed, Termination of Lease Agreement (each in substantially the form attached to the Resolution, with possible corrections in the legal description).

Recommendations/Actions: It is recommended that City Council adopt the Resolution approving the Special Warranty Deed and Termination of Lease Agreement and authorize the Mayor to sign, with delivery contingent upon satisfaction of all conditions for reconveyance under the Lease Agreement.

Agenda Item #22

City of Wichita
City Council Meeting
April 19, 2005

Agenda Report No. 05-0355

TO: Mayor and City Council

SUBJECT: Private Security Update

INITIATED BY: Police Department

AGENDA: Unfinished Business

Recommendation: Receive and file report

Background: In November 2004, an individual who was denied a City of Wichita private security permit appeared before the City Council to appeal the denial, which was based on a juvenile conviction and how the application form was completed. The City Council denied the appeal and requested that the Wichita Police Department revise the private security application form and review and make recommendations to the City Council regarding criminal convictions, specifically time limits on disqualifying convictions.

Analysis: The Police Department conducted a peer study to determine how other jurisdictions deal with both juvenile and adult convictions. As a result of the research, the Police Department is recommending that the ordinance regarding private security remain unchanged, and that applicants with either juvenile or adult convictions be encouraged to seek expungement of those convictions. This alternative ensures that individuals convicted of certain crimes (crimes of violence, sex crimes, etc.) cannot obtain a private security permit, yet it allows those convicted of lesser offenses to obtain a permit. The Police Department has made the following changes to the private security application form:

- The phrases “as an adult or juvenile” and “of any misdemeanor or felony” have been added to the question regarding arrest history.
- The phrase “of any misdemeanor or felony” has been added to the question regarding conviction history.
- Language has been removed that required applicants to report convictions as an adult or juvenile that have been expunged.

The current ordinance regarding private security companies and their employees was last updated in 1999. The Wichita Police Department Training Bureau is working with the Law Department to review several provision of the existing ordinance and plan to involve local private security company representatives in the review process.

Financial Considerations: None

Legal Considerations: The recommendation has been reviewed and approved by the Law Department.

Recommendations/Actions: Receive and file this report.

Agenda Item No. 23

City of Wichita
City Council Meeting
April 19, 2005

Agenda Report No. 05-0356

TO: Mayor and City Council

SUBJECT: Repair or Removal of Unsafe Structures
2048 North Minnesota - District I

INITIATED BY: Office of Central Inspection

AGENDA: Unfinished Business

Recommendation: Take appropriate action.

Background: This property was before the Board of Code Standards and Appeals (BCSA) on November 8, 2004. No repairs had been made to the property, and the BCSA recommended 10 days to start demolition and an additional 10 days to complete.

The case was before Council for a hearing on February 1, 2005. The new owner, Inga Taylor, appeared to represent the property and Council voted to defer action on this case for 60 days.

Analysis: On April 1, 2005, staff made a visit to the property. The owner was on site and repairs were underway. The property is being maintained secure. There is an active building permit posted.

Taxes: The 2001, 2002, 2003 and 2004 taxes are delinquent in the amount of \$1,821.63. There are special assessments for lot cleanup and emergency board up in the amount of \$1407.41, including interest.

Legal Considerations: The owner has been notified of the date and time of this hearing.

Recommendations/Actions: It is recommended that the City Council grant the property owner 30 days to complete required exterior repairs. Any extension of time should be

conditioned on the following; (1) all delinquent taxes shall be paid in full by not later than May 6, 2005; (2) the structure shall be maintained in a secure condition; and (3) the premise shall be maintained free of debris and kept mowed.

If any of the above conditions are not met, the Office of Central Inspection shall proceed with demolition action and also instruct the City Clerk to have the resolutions published once in the official city paper and advise the owners of these findings.

Agenda Item # 24

City of Wichita
City Council Meeting
April 19, 2005

Agenda Report No. 05-0357

TO: Mayor and City Council

SUBJECT: Transportation Services Agreement – AirTran Airways, Inc.

INITIATED BY: City Manager’s Office

AGENDA: Unfinished Business

Recommendation: Approve the contract.

Background: On February 28, 2002, the City Council entered into a two-year revenue guarantee agreement with AirTran Airways. AirTran was to provide airline service to Atlanta and Chicago with Boeing 717 aircraft, effective May 8, 2002. A revenue guarantee based upon costs of service was established with a cap of \$3 million the first year and \$1.5 million the second year. On May 10, 2004, the City Council approved a one-year extension of the AirTran revenue guarantee agreement, until May 7, 2005, with a cap of \$2.5 million. AirTran is desirous of entering into an additional one-year revenue guarantee agreement with the City of Wichita, under the conditions outlined below.

Analysis: The presence of AirTran and their corresponding pricing structure has had a significant impact on airfares at Wichita Mid-Continent Airport, contributing to a 30% overall reduction in airfares and a corresponding 33% increase in passengers. It is estimated that the savings to the air travelers using Wichita Mid-Continent Airport as a result of the presence of AirTran exceeds \$85 million dollars.

The proposed new agreement calls for a minimum of three daily round trips to AirTran’s Atlanta hub using 117-passenger Boeing 717s, beginning on June 7, 2005 and continuing

for the term of the agreement, plus one weekly flight to Orlando. In place of a specified-dollar cap, the new agreement includes a termination provision that allows the City to unilaterally terminate the agreement with 75-days written notice when the City determines that the funding appropriated for revenue guarantee payments will run out. In addition, under the new agreement, the City will receive credit for any profits AirTran makes during a monthly accounting period, to offset any later revenue guarantee payments that may be required as a result of non-profitable months.

Sedgwick County and the Wichita Area Chamber of Commerce have joined in the effort to secure affordable air service a Wichita Mid-Continent Airport on a permanent, sustainable basis. Sedgwick County will consider entering into an inter-local agreement with the City to provide additional funding for the revenue guarantee payments, in the event the City's funding is depleted. The Chamber of Commerce is working on an enhanced frequent flyer program that will provide attractive incentives to encourage greater patronage of AirTran flights by business travelers using Mid-Continent Airport.

Financial Considerations: The agreement calls for a revenue guarantee (a guarantee that AirTran will break even financially on the Atlanta route) paid monthly if there are demonstrated losses, after netting out any prior profits on the Atlanta route. The goal is for AirTran to become profitable in the market. Funding for the 2005 revenue guarantee agreement will come from funds transferred to the Economic Development Fund from the Landfill Post Closure Fund and the General Fund appropriated reserves (if required) in the amount of \$2.5 million. Supplemental funding is anticipated from Sedgwick County in the amount of \$1 million, pursuant to an inter-local agreement.

Legal Considerations: The contract has been approved as to form by the Department of Law.

Expending these funds from the Economic Development Fund will require the Fund to be amended (re-certified) with the State of Kansas, pursuant to 79-2929a. By the short-term utilization of contingencies in the Economic Development Fund and other funds, this re-certification process can be scheduled in August, in conjunction with the adoption of the annual budget or earlier if required.

Recommendations/Actions: It is recommended that the City Council approve the contract, authorize the necessary budget transfers and authorize the necessary signatures.

Agenda Item 25.

City of Wichita
City Council Meeting
April 19, 2005

Agenda Report No. 05-0358

TO: Mayor and City Council Members

SUBJECT: Visioneering Wichita

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendation: Approve funding for implementation of Visioneering Wichita.

Background: On May 4, 2004, the Wichita City Council was asked to support a strategic visioneering process to assist leaders and newly emerging leaders with defining a direction for the greater Wichita community. The City of Wichita, in collaboration with Sedgwick County, the Kansas Health Foundation, the Wichita Community Foundation and the Wichita Downtown Development Corporation were asked to fund the visioneering effort. At this meeting the Council authorized \$75,000 for this project.

Following completion of the Visioneering Plan in 2004, the City Council, along with many other public and private organizations, was asked to adopt the Visioneering Plan and become a vision partner. The City Council took formal action to officially become a vision partner on January 4, 2005. City staff is reviewing the foundations and strategies that comprise the plan in conjunction with a Draft Strategic Plan for the City of Wichita developed in 2003, to more fully determine the strategies outlined in the Plan where the City can assume full or partial ownership.

Analysis: The Wichita Chamber of Commerce, on behalf of Visioneering Wichita, is seeking additional funding from community resources to support Phase II Implementation of the Visioneering Wichita initiative. The attached Visioneering Wichita 2005 Work Plan identifies the action steps for Phase II. It includes staff support by the Chamber, engaging the services of Henry Luke, marketing and public relations efforts, securing additional volunteers, launching six strategic alliances, leadership development and providing feedback to the community on the success and status of Visioneering Wichita.

The City of Wichita, along with other funding partners, is being asked to contribute to the Phase II implementation Plan. The financial request to the City of Wichita and Sedgwick County is \$50,000. Kansas Health Foundation and Wichita Community Foundation are being asked to contribute \$25,000 each. The request to the Downtown Development Corporation is \$35,000 and the Knight Foundation request is \$60,000. There is a \$37,500 carry over from 2004 that will be utilized for Phase II activities. The Chamber has already secured commitments from several of these funding partners.

Financial Considerations: Funding for the City's portion of Phase II (\$50,000) is available from the Economic Development Fund. There are sufficient dollars in this fund to support this project without compromising funding set aside for economic development projects.

Legal Considerations: None

Recommendation/Action: Approve participation of Phase II Implementation of Visioneering Wichita and authorize funding.

Visioneering Wichita 2005 Work Plan

On behalf of Visioneering Wichita, the Wichita Area Chamber of Commerce will:

Obtain additional funding from community resources to support Phase II Implementation of the Visioneering Wichita initiative.

Provide management resources to manage the Visioneering Wichita Phase II.

Engage the services of a Henry Luke of Luke Planning to provide oversight of the Visioneering Wichita project.

Conduct an extensive grassroots public relations/marketing campaign to gain wide-spread private, public and citizen engagement in the visioning project.

Secure 700 public/private/citizen volunteer Vision Partners to carry out the selected strategies of the vision plan.

Launch and manage six (6) strategic alliances in the areas of: Economic Development (Entrepreneurism and Small Business); Education (Mentoring in the K-12 Systems); Education (Wichita MSA as a College Mecca); Quality of Life (Health Care); Quality of Life (Racial Diversity, Opportunity and Harmony) and Government (south central Kansas Unified Legislative Agenda).

Implement an intentional and deliberate leadership development initiative to enhance community collaboration to implement Visioneering Wichita.

Prepare and deliver an Annual Report for public review; conduct the first Visioneering Wichita annual meeting in January, 2006.

Report on Visioneering Wichita activities and plans to the governing bodies as requested by their leaders.

Inform the public and the media of Visioneering Wichita activities.

Inform the City of Wichita staff of activities related to Visioneering Wichita and include your representatives in the implementation of Visioneering Wichita.

Agenda Item #26

City of Wichita
City Council Meeting
April 19, 2005

Agenda Report No. 05-0359

TO: Mayor and City Council

SUBJECT: Extension of IRB Tax Exemption (The Coleman Company)
(District I)

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendation: Take appropriate action.

Background: On December 9, 1999, City Council approved issuance of Industrial Revenue Bonds in the amount of \$5.3 million to The Coleman Company. In conjunction with the bond issue, City Council approved a 100% property tax abatement for a 5-year term on the project, plus a second 5 years subject to Council review. Bond proceeds were used to finance the construction of a new corporate headquarters, the expansion of existing manufacturing facilities and the purchase of additional machinery and equipment for its manufacturing facilities in Wichita and Maize.

On December 31, 2004, the initial five-year period for tax exemption expired. The Coleman Company request City Council extend the tax exemption to include the second five years on bond-financed real and property.

Analysis The Coleman Company, Inc. is engaged in the manufacturing and distribution of outdoor recreational products. The Company's principal products include a comprehensive line of pressurized lighting, cooling and heating appliances for camping and outdoor recreational

use (such as Coleman lanterns and stoves), fuel-related products, including disposable propane-filled cylinders, a broad range of insulated food and beverage containers, portable electric lights, and other products for recreational use and do-it-yourself markets.

As a condition of the bond issue and tax exemption, Coleman committed to: construct a new corporate headquarters, expand existing manufacturing facilities, and purchase machinery and equipment, with a total investment of \$5,300,000, and create 200 new jobs within five years of the bond issue.

A measure of Coleman's initial five-year project commitments and outcomes are as follows:

1999 Commitment	December 31, 2004 Status
-----------------	--------------------------

- | | |
|--------------------------------------|--|
| · Construct new building addition | Completed new headquarters and building addition |
| · Purchase Manufacturing Equipment: | Purchased equipment worth over \$4,695,000 |
| · Create 200 new jobs in five years: | No jobs were created |

Staff conducted a site-monitoring visit on July 24, 2004. Coleman has fallen short of its projection and has significantly downsized its workforce. Coleman has recently undergone an extensive corporate restructuring, in which the mission of the Wichita plant is shifting from manufacturing to more distribution. As a result, the company does not anticipate a significant increase in employment levels.

Financial Considerations: In 2000, the County's appraised value of the exempted bond-financed property was approximately \$3715,000. That property's appraised value is currently \$1,258,000. Based on the 2004 mill levy, the 2005 taxes on the exempted property would be approximately \$142,640. Coleman is current in payments of administrative service fees.

Legal Considerations: Section 7.5 of the lease provides the City Council reserves the right to terminate the exemption at the end of the first five-year period.

Recommendations/Actions: It is recommended that City Council determine whether to approve or deny the tax exemption on Coleman's IRB-financed real and personal property for a second five-year period.

Agenda Item No. 27

City of Wichita
City Council Meeting
April 19, 2005

Agenda Report No. 05-0360

TO: Mayor and City Council

SUBJECT: Sewage Treatment Plant Site Selection – North Central (District VI)

INITIATED BY: Water and Sewer Department

AGENDA: New Business

Recommendation: Select a site for a future Sewage Treatment Plant in the north central area of Wichita.

Background: The updated 2000 Sewer Master Plan calls for the construction of a new sewage treatment facility within the next decade to serve north central Wichita. To construct the facility, the Water & Sewer Department must first acquire an appropriate site. The City hired Professional Engineering Consultants to assist in the identification and evaluation of possible sites.

The City employed a multi-phase approach to identifying an appropriate site. The first phase was an evaluation of sites by a committee composed of City Staff, consulting engineers and citizens appointed by District Advisory Board (DAB) VI. The next phase involved citizen input. A public information fair was conducted on January 25, 2005, to answer citizens' questions and provide an opportunity to present their concerns and comments. Staff then presented the findings of the study and the information fair at the District Advisory Board meeting on March 7, 2005. The technical review, the information fair findings and the DAB recommendation will now be presented to City Council for review and action.

Analysis:

Technical Review

The site selection committee, composed of City staff, consulting engineers and selected members of the District Advisory Board performed a technical review of potential sites in this area. The committee used the following criteria:

- Initial Siting Criteria
 - o Location relative to the drainage basin
 - o Separation from residences
 - o Natural screening
 - o Potential for development
- Secondary Siting Criteria
 - o Additional costs to develop site
 - o Ability to service future development
 - o Permitting issues

Using these criteria, the committee ranked sites 6, 4, and 5 (in this order) highest, based on their technical merits.

Public Information Fair

Staff presented this information to the public at a City sponsored “information fair” on January 25. The information fair was open to all interested parties and was communicated to people in District VI via public announcements and door hangers in the area closest to the proposed sites. Citizens were given the opportunity to discuss with the evaluation committee, other City Staff, state regulators and others, issues and concerns about a sewage treatment facility in the area. The citizens were also asked to provide feedback about site preferences and concerns. Following is some of the feedback regarding site preferences and dislikes with 56 responses received.

- Most Desirable Site:

- o Site 4 ranked most desirable with 37 respondents indicating it to be one of their most desirable sites

- o 13 respondents indicated that site 6 was the most desirable of the proposed sites

- Least Desirable Site:

- o Site 5 ranked least desirable with 28 respondents indicating that it was their least desired site

- o 21 respondents indicated site 6 was least desirable

- Concerns

- o The top two concerns were odor from 55 respondents and property value from 47 respondents

- o The lowest two concerns were disturbance of recreational areas and loss of parkland receiving 4 and 3 votes respectively

District Advisory Board Presentation

Staff presented DAB VI with the findings from the technical review and from the public information fair and asked the DAB to provide recommendations for preferred sites that Staff could present to the City Council. Because of limited regulatory and property ownership concerns (all preferred sites are currently owned by the City) the DAB recommend only one site. After a period of public comment and some deliberation among members of the DAB, the DAB recommended that a 20-acre site in the northwest corner of Site 4 be presented as the preferred choice. It was mentioned during the public comment period that Site 4 would be developed after being mined for sand. There were conflicting ideas about the type of zoning the land will receive after the mining is complete. Under any zoning classification, the site will require a conditional use permit.

Because the General Fund of the City owns all of the sites, the City Council may direct the Utility to acquire the site in consideration of the land value. Based on recent land sales in the area, Staff believes the land could be valued at \$5,000 per acre.

Financial Considerations: Financing is available in CIP S-522, Plant Siting Study and Land Acquisition.

Legal Considerations: City Council approval is required for the purchase of real property.

Recommendations/Actions: It recommended that City Council: 1) select a site; 2) direct Staff to acquire the site for future construction of a sewage treatment plant; and 3) authorize the necessary signatures.

Agenda Item No. 28

City of Wichita
City Council Meeting
April 19, 2005

Agenda Report No. 05-0361

TO: Mayor and City Council

SUBJECT: Sewage Treatment Plant Site Selection – Southwest (District IV)

INITIATED BY: Water and Sewer Department

AGENDA: New Business

Recommendation: Select a site for a future Sewage Treatment Plant in the southwest area of Wichita.

Background: The updated 2000 Sewer Master Plan calls for the construction of a new sewage treatment facility in the next year or two to serve southwest Wichita. In order to construct the facility, the Water & Sewer Department must first acquire an appropriate site. The City hired Professional Engineering Consultants to assist in the identification and evaluation of possible sites.

The City employed a multi-phase approach to identifying an appropriate site. The first phase was evaluation of sites by a committee composed of City Staff, the consulting engineers and citizens appointed by the District Advisory Board (DAB) IV.

The next phase involved citizen input. A public information fair was conducted on January 18, 2005, to answer citizens' questions and provide an opportunity for them to present their concerns and comments. Staff then presented the findings of the study and information fair to the District Advisory Board meeting on February 2, 2005. The technical review, the information fair findings and the DAB recommendation will now be presented to City Council for review and action.

Analysis:

Technical Review

The site selection committee, composed of City Staff, consulting engineers and selected members of the District Advisory Board performed a technical review of the potential sites in this area. The committee used the following criteria:

- Initial Siting Criteria
 - o Location relative to the drainage basin
 - o Separation from residences
 - o Natural screening
 - o Potential for development
- Secondary Siting Criteria
 - o Additional costs to develop site
 - o Ability to service future development
 - o Permitting issues

Using these criteria, the committee ranked sites 1, 2, 5, and 7 (in this order) highest on technical merits.

Because the Board of Park Commissioners owns all the above-mentioned sites, Staff approached the Board about sale of the land to the Water & Sewer Department. Staff further advised the Board that the land would be replaced with new parkland in another location and that park amenities would be provided for the new park location. The Board unanimously voted to deny the sale or use of any parkland for the purpose of constructing a Sewage Treatment Plant.

In an effort to identify other viable sites in the area, the Water and Sewer Department approached the Airport Advisory Board (AAB) about using sites 14, 3 and 16. The Department will have to address FAA restrictions concerning flight path obstructions, crash zone restrictions and waterfowl attraction before these sites could be acquired and used. The AAB approved sites 14, 3, and 16, and also proposed site 18 as an option for consideration.

Public Information Fair

Staff presented this information to the public at a City sponsored “information fair” on January 18. The information fair was open to all interested parties and was communicated to people in District IV via public announcements and door hangers in the area closest to the proposed sites. The information fair format provided citizens the opportunity to discuss with the evaluation committee, other City Staff, state regulators and others, issues and concerns about a sewage treatment facility in the area. Citizens were also asked to provide feedback about site preferences and concerns. The following lists some of the feedback regarding site preferences and dislikes. (117 responses were received)

- Most Desirable Site:
 - o Site 18 ranked most desirable with 56 respondents indicating it to be one of their most desirable sites
 - o 17 respondents indicated that they had no most desirable choice
 - o 11 indicated site 1 was most desirable
- Least Desirable Site:
 - o Sites 1 and 3 ranked least desirable with 39 respondents
 - o 38 respondents indicated Site 2 was least desirable
- Concerns:

- o The top two concerns were property values from 98 respondents and odor from 95 respondents
- o The lowest two concerns were plant flooding and stream flooding, both receiving 41 responses.

District Advisory Board Presentation

Staff presented DAB IV with the findings from the technical review and the public information fair, asking the DAB to provide recommendations for preferred sites to present to City Council. The DAB recommended first and second choice sites. The DAB did this to insure that if the primary choice was eliminated as a viable alternative due to FAA restrictions, a second site could be pursued without having to revisit the DAB. After a period of public comment and deliberation among the members of DAB, they recommended that Site 18 be selected as the first choice, and Site 16 be presented as their second choice.

Additional Review

After the DAB expressed their preference for Site 18, Staff followed up with Airport management on March 7 about the potential restriction associated with locating a sewage treatment plant on Airport property. Following is a list of concerns provided by Airport management:

- Reflective surfaces effect on radar equipment
- Plant radio communication frequencies causing interference to tower communications
- FAA restrictions on site usage and construction materials
- Airport use of Site 18 as a staging area for construction and future Airport related development
- Waterfowl attraction to open water areas in plant process
- Height restrictions

If City Council chooses Site 18, Staff will proceed with a complete investigation and resolution of these concerns with the FAA and Airport management. For Staff to effectively address these issues, preliminary design work on the plant will be required along with an application to the FAA. This may take six months or more to complete.

Because Site 18 is on Airport property, the Department would have to negotiate a long-term lease with the Airport for use of the site. Site 16 is located on property that is owned by the City (for future industrial park). The City paid \$38,800 per acre for the land in Site 16. The Department would need about 20 acres for the Sewage Treatment Plant.

Financial Considerations: Financing for this project is available in CIP S-522, Plant Siting Study and Land Acquisition.

Legal Considerations: City Council approval is required for the acquisition of real property.

Recommendation/Actions: It is recommended that City Council: 1) select a site (s); 2) direct Staff to perform needed engineering and applications to acquire the site for construction of a sewage treatment plant; and 3) authorize the necessary signatures.

Agenda Item No. 29

City of Wichita
City Council Meeting
April 19, 2005

Agenda Report No. 05-0362

TO: Mayor and City Council

SUBJECT: Resolution of Support for Low Income Housing Tax Credit
Application; Old English Court Apartments (District VI)

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Adopt the resolution of support.

Background: The City has received a request from Transitional Residence Company, LLC (TRC), for a City Council resolution of support for its application for Low-Income Housing Tax Credits in connection with the renovation/redevelopment of the Old English Court Apartments, which are located at 1156 N. Emporia. The State of Kansas requires developers/owners to obtain a resolution of support from the local government, when submitting applications for financing through the Low-Income Housing Tax Credit Program.

Under the City's adopted Low-Income Housing Tax Credit (LIHTC) policy, developers/owners must present proposed LIHTC projects to the applicable District Advisory Board (DAB). The policy requires a subsequent review by the Housing Advisory Board (HAB) and the City's Development Coordinating Committee (DCC). The Planning Department and the Office of Central Inspection (OCI) will also review the project for design appropriateness. Once the project is reviewed and approved by the DAB, the HAB, DCC, Planning and OCI, it is forwarded to the City Council for a public hearing, with a staff recommendation regarding the resolution of support for the LIHTC application.

Analysis: TRC proposes to acquire and rehabilitate the Old English Court Apartments, which are located at 1156 N. Emporia. The project will also include construction of a new building on the site, which will be located at 1149 N. St. Francis. The completed

project will offer 24 units of rehabilitated housing in the existing building, and 12 new units of housing in the newly constructed building. Twenty-four (24) one-bedroom units, six two-bedroom units, and six three-bedroom units will be available. Rents, net of utility allowances, are scheduled to be \$325 for one-bedroom apartments, \$375 for two-bedroom apartments, and \$425 for three-bedroom apartments.

The City's Low Income Housing Tax Credit Policy requires a set-aside of 20% of the units (in this case, 7 total units) for market rate tenants. TRC is asking for a waiver of this requirement. The tax credit policy allows for a reduction in market rate units if the project is to be occupied by special needs populations, or if there are extenuating circumstances, or if market conditions support a deviation from the guideline. In this case, the developer is asking for a waiver due to market conditions and extenuating circumstances. Based on the developer's financial projections, and given the smaller size of the project and the substantial cost of rehabilitation, the tax credit program will not be a feasible source of financing, unless the 20% market-rate unit requirement is waived.

Financial Considerations: The total project cost is estimated to be approximately \$3,230,315. The applicant intends to finance the project utilizing funding from the sale of housing tax credits in the approximate amount of \$2,391,816, historic tax credits in the amount of \$336,203, a private bank loan in the amount of \$450,000, and deferred developer fees in the amount of \$52,296. The City will not directly participate in the financing of the project.

Legal Considerations: The project has been reviewed by the Housing Services Department, and has received recommendation for adoption of the resolution of support from the DAB and the HAB with waiver of the 20% market-rate unit requirement. The District VI Advisory Board approved a recommendation for adoption of the resolution of support by an 8-0 vote, and the Housing Advisory Board approved recommendation for adoption of the resolution of support by a 6-0 vote. The DCC has also approved recommendation of adoption of the resolution. Further, in accordance with City Council Resolution No. R-95-479, TRC has notified property owners within 200 feet of the proposed project, in order to allow them the opportunity to provide comment to the City Council regarding the project. City Council Resolution No. R-95-479 also requires that the City Council hold a public hearing. Upon closing the public hearing, the Council may vote on a motion to approve the resolution of support for the application of low-income housing tax credits. The resolution document has been approved as to form by the City Law Department.

Recommendations/Actions: It is recommended that the City Council close the public hearing, adopt the resolution of support for the TRC application for Low-Income Housing Tax Credits with waiver of the 20% market-rate requirement, and authorize the necessary signatures.

Agenda Item No. 30

City of Wichita
City Council Meeting
April 19, 2005

Agenda Report No. 05-0363

TO: Mayor and City Council

SUBJECT: Resolution of Support for Low Income Housing Tax Credit
Application; Inter-Faith Villa Courts Apartments (District VI)

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Adopt the resolution of support.

Background: The City has received a request from Inter-Faith Ministries, Inc. (Inter-Faith), for a City Council resolution of support for its application for Low-Income Housing Tax Credits in connection with the renovation/redevelopment of the Inter-Faith Villa Courts Apartments, which would be located within the 900 block of the east side of north Market Street. The State of Kansas requires developers/owners to obtain a resolution of support from the local government, when submitting applications for financing through the Low-Income Housing Tax Credit Program.

Under the City's adopted Low-Income Housing Tax Credit (LIHTC) policy, developers/owners must present proposed LIHTC projects to the applicable District Advisory Board (DAB). The policy requires a subsequent review by the Housing Advisory Board (HAB) and the City's Development Coordinating Committee (DCC). The Planning Department and the Office of Central Inspection (OCI) also review the project for design appropriateness. Once the project is reviewed and approved by the DAB, the HAB, DCC, Planning and OCI, it is forwarded to the City Council for a public hearing, with a staff recommendation regarding the resolution of support for the LIHTC application.

Analysis: Inter-Faith proposes to acquire properties on the east side of the 900 block of North Market, and construct the Inter-Faith Villa Courts Apartments. The completed project will offer 40 units of newly constructed rental housing units, including 12 one-bedroom units, 24 two-bedroom units, and four three-bedroom units. Rents, net of utility allowances, are scheduled to be \$341 for one-bedroom apartments, \$393 for two-bedroom apartments, and \$435 for three-bedroom apartments.

The City's Low Income Housing Tax Credit Policy requires a set-aside of 20% of the units (in this case, 8 total units) for market rate tenants. Inter-Faith is asking for a waiver

of this requirement. The tax credit policy allows for a reduction in market rate units if the project is to be occupied by special needs populations, or if there are extenuating circumstances, or if market conditions support a deviation from the guideline. In this case, Inter-Faith is asking for a waiver due to extenuating circumstances and market conditions. Inter-Faith currently offers market-rate apartments in its Villa North project, but has advised staff that the market-rate units are difficult to lease. Ultimately, the units were leased when the rents were reduced. In addition, Inter-Faith plans to provide supportive services to the tenants of the Villa Courts apartment project, utilizing Supportive Housing Program funds provided through the U.S. Department of Housing and Urban Development (HUD). This program will enable Inter-Faith to provide supportive services to chronically homeless and hard-to-house individuals and families. A waiver of the 20% market-rate requirement will enable Inter-Faith to apply for tax credit financing for all of the units in the

project, thereby allowing for the reduction of long-term debt service, and thus, an ability to provide affordable rents for all units, without jeopardizing the viability of the project.

The proposed project involves the demolition of structures that are eligible for listing on the historic register. In addition, the project is located within the environs of a historic structure and other structures eligible for listing on the historic register. The historical significance of the location and the plan to use HUD Supportive Housing funds, generate the need for two environmental reviews. First, Inter-Faith is required to obtain an environmental review to satisfy HUD funding requirements, including a Section 106 review to address the historical significance of the area. The Planning Department is conducting these reviews. In addition, the City's building permitting process requires a Certificate of Appropriateness Environs Review from the Historic Preservation Board. The Planning Department supports this recommendation for a resolution of support, subject to Inter-Faith requesting the Certificate of Appropriateness during the permitting process.

Financial Considerations: The total development cost is projected to be \$4,395,005. The applicant intends to finance the project utilizing funding from the sale of housing tax credits in the approximate amount of \$3,264,076. The final financing package will also include a Supportive Housing Grant from the U.S. Department of Housing and Urban Development, Affordable Housing Program funds, and funding secured as part of a capital fund-raising campaign to be initiated by Inter-Faith, and possibly a private bank loan. The City will not directly participate in the financing of the project.

Legal Considerations: The project has been reviewed by the Housing and Community Services Department, and has received recommendation for adoption of the resolution of support from the DAB and the HAB with waiver of the 20% market-rate unit requirement. The District VI Advisory Board approved a recommendation for adoption of the resolution of support by an 8-1 vote, and the Housing Advisory Board approved recommendation for adoption of the resolution of support by a 6-0 vote. The DCC has also approved recommendation of adoption of the resolution. Further, in accordance with

City Council Resolution No. R-95-479, Inter-Faith has notified property owners within 200 feet of the proposed project, in order to allow them the opportunity to provide comment to the City Council regarding the project. City Council Resolution No. R-95-479 also requires that the City Council hold a public hearing. Upon closing the public hearing, the Council may vote on a motion to approve the resolution of support for the application of low-income housing tax credits. The resolution document has been approved as to form by the City Law Department.

Recommendations/Actions: It is recommended that the City Council close the public hearing, adopt the resolution of support for the Inter-Faith application for Low-Income Housing Tax Credits with waiver of the 20% market-rate requirement, and authorize the necessary signatures.

Agenda Item No. 31

City of Wichita
City Council Meeting
April 19, 2005

Agenda Report No. 05-0364

TO: Mayor and City Council

SUBJECT: Resolution of Support for Low Income Housing Tax Credit
Application; Keystone Apartments (District III)

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Adopt the resolution of support.

Background: The City has received a request from Midwest Ventures, LLC (Midwest), for a City Council resolution of support for its application for Low-Income Housing Tax Credits in connection with the renovation of 92 units of the Keystone Apartments, which are located in the 800 Blocks of south Sylvan Lane and south Beverly street. The State of Kansas requires developers/owners to obtain a resolution of support from the local government, when submitting applications for financing through the Low-Income Housing Tax Credit Program.

Under the City's adopted Low-Income Housing Tax Credit (LIHTC) policy, developers/owners must present proposed LIHTC projects to the applicable District Advisory Board (DAB). The policy requires a subsequent review by the Housing

Advisory Board (HAB) and the City's Development Coordinating Committee (DCC). The Planning Department and the Office of Central Inspection (OCI) also review the project for design appropriateness. Once the project is reviewed and approved by the DAB, the HAB, DCC, Planning and OCI, it is forwarded to the City Council for a public hearing, with a staff recommendation regarding the resolution of support for the LIHTC application.

Analysis: The Keystone Apartments are located within the 700 and 800 blocks of south Sylvan Lane, and the 700 and 800 blocks of south Beverly Street, directly north of Southeast High School. The apartment community offers 177 units of one and two bedroom apartments in Four-Plex style structures. Midwest Ventures' application will assist in the funding of Phase I of the renovation project, or 92 apartment units.

The City's Low Income Housing Tax Credit Policy requires a set-aside of 20% of the units (18 total units) for market rate tenants. Midwest Ventures has agreed to comply with this requirement. Thus, the LIHTC application will provide funding toward 74 of the units. The proposed renovation will include replacement of exterior siding, windows and doors, as well as complete interior remodeling, and resurfacing of the parking lots.

Financial Considerations: The total project cost is estimated to be approximately \$751,675. The applicant intends to finance the project utilizing funding from the sale of the tax credits in the approximate amount of \$429,350, with the balance of the project financed with a commercial bank loan and the owner's equity. The City will not directly participate in the financing of the project.

Legal Considerations: The project has been reviewed by the Housing and Community Services Department, and has received recommendation for adoption of the resolution of support from the DAB and the HAB. The District III Advisory Board approved a recommendation for adoption of the resolution of support by a 5-1 vote, and the Housing Advisory Board approved recommendation for adoption of the resolution of support by a 6-0 vote. The DCC has also approved recommendation of adoption of the resolution. Further, in accordance with City Council Resolution No. R-95-479, Midwest has notified property owners within 200 feet of the proposed project, in order to allow them the opportunity to provide comment to the City Council regarding the project. City Council Resolution No. R-95-479 also requires that the City Council hold a public hearing. Upon closing the public hearing, the Council may vote on a motion to approve the resolution of support for the application of low-income housing tax credits. The resolution document has been approved as to form by the City Law Department.

Recommendations/Actions: It is recommended that the City Council close the public hearing, adopt the resolution of support for the Midwest application for Low-Income Housing Tax Credits, and authorize the necessary signatures.

Agenda Item # 32

City of Wichita
City Council Meeting
April 19, 2005

Agenda Report No. 05-0365

TO: Mayor and City Council

SUBJECT: City of Wichita Taxable Industrial Revenue Bonds,
Series IV, 2000 (Voicestream Wireless Project) Amendment and
Assignment of Lease and Substitution of Guarantor
(District I)

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendation: Place on First Reading the Ordinance authorizing the First Amendment to Lease and Assignment of Lease, and approving Assumption of Guarantee by the New Tenant.

Background: In 2000 the City issued its Taxable Industrial Revenue Bonds, Series IV-A and IV-B, 2000, to finance facilities to be leased to VS Property, LLC, for the benefit of Voicestream Wireless Corporation (as sub lessee). On October 23, 2001, City Council approved assignment of the Lease from VS Property, LLC to Net Fund I, Ltd. ("Net Fund"), the purchaser of the Series IV-A (senior) Bonds. Net Fund now desires to amend the Lease to allow a leasehold mortgage on the Project and concurrently seeks to assign the Lease to 25252 N. WOODLAWN VSTRM WICHITA KS, LLC, which will assume the obligation to guarantee payment of the Bonds.

Analysis: Net Fund would like to assign all of its interest in the Lease to 2525 N. WOODLAWN VSTRM WICHITA KS, LLC, a Delaware limited liability company and release itself from any further liability under the Lease or Guaranty. 2525 N. WOODLAWN VSTRM WICHITA KS has agreed to assume all of the obligations of Net Fund pursuant to the Lease and Guaranty Agreement. In conjunction with this assignment and assumption, Net Fund will also transfer the Bonds it holds to the new Tenant. It will not change the position of the City with respect to the Lease or the Bonds, and Voicestream Wireless Corporation (now known as T-Mobile USA Incorporated) will remain the subtenant and operator of the facilities.

Financial Considerations: The proposed Assignment will involve no additional cost to the Trustee or to the City.

Legal Considerations: The City Attorney's Office has reviewed the First Amendment to Lease and the Assignment of Lease and has approved the same.

Recommendations/Actions: It is recommended that the City Council approve First Reading of the Ordinance authorizing the First Amendment to Lease and Assignment of Lease, and approving the Assumption of Guarantee by the New Tenant, and authorizing necessary signatures.

Agenda Item # 33

City of Wichita
City Council Meeting
April 19, 2005

Agenda Report No. 05-0366

TO: Mayor and City Council

SUBJECT: Amendments to Title 18.05 of the City Code – International Building Code

INITIATED BY: Office of Central Inspection

AGENDA: New Business

Recommendations: The Board of Code Standards and Appeals and Office of Central Inspection recommend that the City Council approve first reading of the ordinance amending Title 18.05 of the City Code.

Background: The City's current Building Code is a model building code called the International Building Code (IBC), 2000 Edition, and is codified in Title 18 of the City Code.

In the United States, nearly all jurisdictions with a building code use model building codes as the basis for their local building codes. Model code groups, including the International Code Council that produces the IBC, generally publish, revise and update the model codes on three-year cycles. Over the past 40 years, Wichita has reviewed, locally amended and adopted updated model building codes on a three-year or six-year cycle. This has helped assure that Wichita is using current codes, as well as current tested and certified installation practices, materials and products.

Analysis: During 2004, a staff committee reviewed the 2003 edition of the IBC and determined that adoption of the entire document was not necessary at this time. However, the same committee proposed a number of updates to the current Building Code that utilized additions and clarifications found in the 2003 IBC, and that addressed

a number of other issues or concerns that had been raised by designers, builders and other interested groups since adoption of the 2000 IBC in April 2002.

Overviews of proposed Building Code amendments were prepared and presented to local construction industry groups including the American Institute of Architects, the Construction Specification Institute, the Association of General Contractors, the Kansas System Builders Association and WABA. An overview of proposed amendments was also published in the Office of Central Inspection's CINCH newsletter in both the November/December and the March/April editions (mailed to over 2,300 contractors, architects and engineers).

The Board of Code Standards and Appeals (BCSA) reviewed and discussed the proposed amendments during its public meetings in December 2004, and January and April 2005. The BCSA has recommended that the City Council adopt the proposed amendments to the Wichita Building Code (Title 18.05).

An overview and commentary on the proposed amendments is included as Attachment A.

Financial Considerations: There are no costs to the City associated with adoption of the ordinance. Also, there are no building permit fee changes included in the ordinance.

Legal Considerations: The Law Department has reviewed and approved the adopting ordinance as to form.

Recommendation/Actions: It is recommended that the City Council approve first reading of the proposed amendments to Title 18.05 on first reading.

05-0366

ATTACHMENT A

Overview and commentary on proposed amendments to the 2000 International Building Code (April 5, 2005)

Central Inspection has decided not to pursue the adoption of the 2003 International Building Code, but instead will wait for the release of the 2006 version. In the interim period, staff has reviewed the 2003 IBC to determine if proposed changes found in that document should be incorporated into the currently adopted 2000 IBC. The following is an overview and commentary on the proposed amendments and updates to the 2000 IBC:

Section 01: IBC Section 104.11.1 Tests and research reports.

This change will add language from the 2003 IBC to require supporting data to substantiate that it is from an approved source, thus improving the decision making process for the building official.

Section 02: IBC Section 303.1 Assembly group A.

This change will add language to Section 303.1 on assembly occupancies to clarify that adult care facilities (adult day care) where occupants are capable of responding to emergency situations without physical assistance from staff is a Group A-3 Occupancy.

The change will also add an exception to Section 303.1 that classifies assembly uses having an occupant load of 50 or less as a Group B Occupancy. This brings back the position the Uniform Building Code held for years and is a change in the 2003 IBC.

Section 03: IBC Section 308.2 Group I-1.

This change will modify Section 308.2 (Group I-1) to allow facilities of 10 or fewer persons to be considered as Group R-3 Occupancies (residential facility). This change would be consistent with prior practice under the Uniform Building Code.

Section 04: IBC Section 310.1 Residential Group “R”.

This change reflects the modification proposed under Section 03 above.

Section 05: IBC Section 406.6.2 Mixed uses.

This change will drop current language found in Section 406.6.2 the 2000 IBC (current amendment) for proposed language in the 2003. The language in the 2000 IBC is fairly restrictive in regards to fire barrier requirements for mixed-use repair garages, and does not allow the use of the non-separated use provisions found in Section 302. The 2003 language treats repair garages like other occupancies, in that, the fire barrier and a non-separated use provisions are driven by area, occupancy and construction type considerations.

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Section 06: IBC Section 406.6.5 Heating equipment.

This change will add language to exempt heating equipment located at least 8 feet above the garage floor, similar to the exception for suspended unit heaters. This would allow placement of a furnace on an open mezzanine without enclosure of the equipment.

Section 07: IBC Section 407.3 Corridor walls.

This proposal brings over the language for smoke partitions found in the 2003 IBC and incorporates them into the corridor provisions found in Section 407.3. In the past, there has been some confusion on the intent of corridor protection for hospitals and other Group I-2 Occupancies, so this change should clarify the requirement.

Section 08: 18.05.000 Group A-3 buildings.

This change will incorporate a new provision that allows one story Group A-3 Occupancies that are fully sprinklered and having 60 foot yards to be constructed as unlimited area buildings.

Section 09: IBC Section 704.9 Vertical separation of openings.

This change will modify exception 2 to include buildings equipped with approved NFPA 13R sprinkler systems as specified under Section 903.3.1.2.

Section 10: IBC Section 705.1 General.

This change will add language to allow multiple electrical services to buildings where each area is separated with two-hour fire barriers in lieu of a firewall. The change is limited to situations where a firewall is not required for area considerations.

Section 11: IBC Section 706.4 Continuity.

This change will clarify the requirements on continuity of fire barriers at architectural features having concealed spaces on the building exterior. The current language would require that the fire barrier extend through the concealed element and that all supporting structural members be protected. The new language would limit the protection to just the concealed element.

Section 12: IBC Section 707.4 Fire-resistance rating.

This change will clarify shaft requirements to indicate that the number of stories includes basements, but not mezzanines.

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Section 13: IBC Section 711.3.2 Membrane penetrations.

This change will allow listed putty pads as an exception to membrane penetration protection.

Section 14: IBC Section 713.5 Exterior structural members.

This change will replace current language found in Section 713.5 (exterior structural members) with proposed language from the 2003 for clarification purposes.

Section 15: IBC Section 715.6.1 Through penetrations.

This change will add an exception to Section 715.6.1 (through penetrations) to allow a duct to penetrate three floors or less without a fire damper at each floor, subject to five conditions set out in the exception.

Section 16: IBC Section 715.6.2 Membrane penetrations.

This change will add language to eliminate ceiling radiation dampers where exhaust duct penetrations are protected in accordance with Section 712.4.2 and are located within the wall cavity of the unit and do not pass through another dwelling unit or tenant space.

Section 17: IBC Section 903.2.11 Group S-2.

This change will modify language for enclosed parking garages to trigger sprinkler protection at 12,000 square feet, similar to repair garages. The current requirement requires sprinklers for all S-2 parking garages without exception. The reasoning behind this change was that someone could repair vehicles and not trigger sprinkler protection until the building exceeded 12,000 SF, but could not store the vehicles without the sprinkler protection.

Section 18: IBC Section 903.2.11.1 Commercial parking garages.

This will change commercial parking garages from 5,000 to 12,000 square feet as the trigger point for sprinkler protection. This will treat commercial parking garages the same as other parking and repair facilities.

Section 19: IBC Section 907.2.1 Group A.

This change will modify the fire alarm for Group A Occupancies to clarify that the system is based on an individual room capacity, not the aggregate occupant load of the fire area. Example: A small church with seating for 150 persons with accessory classrooms and office space having a design capacity of 160 persons would be subject to

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the fire alarm requirements. Whereas under the propose amendment, the system would not be required. The proposed amendment would reestablish the standard in place prior to the adoption of the IBC and would be similar to the amendment made for sprinkler protection (300 person aggregate capacity eliminated).

Section 20: IBC Section 910.3.4 Curtain boards.

This change will alert the designer to the provisions for high-piled stock, which allow for a less restrictive approach to the use of curtain boards. Key elements of Table 2306.2 include possible requirements for automatic sprinkler systems, fire detection systems, smoke & heat vents and building access.

Section 21: IBC Section 907.2.1.1 System initiation in Group A occupancies with an occupant load of 1,000 or more.

This change will modify the system initiation requirements for Group A Occupancies to clarify that the system is based on an individual room capacity, not the aggregate occupant load of the fire area. See above comments for further clarity

Section 22: IBC Section 1003.3.3.5.1 Stairway walking surface.

This change will clarify that the intent is that both treads and landings provide a solid surface with allowance for limited perforations for drainage.

Section 23: IBC Section 1003.3.3.5.2 Outdoor conditions.

This change will eliminate the requirement that exterior treads, platforms and landings be designed to prevent accumulation of snow or ice by means of roof structures, heating elements or documentation that the landlord will remove snow or ice in a timely manner. With the possibility of blowing snow or freezing rain to contend with, it becomes difficult to design a structure that prevents accumulation of snow or ice without enclosing the exit- way. Prior practice has been to leave the responsibility of snow and ice removal to the property owner.

Section 24: IBC Section 1101.2 Design standards for temporary and permanent buildings.

This change will add language to regulate side reach ranges for wheelchair users to mirror that of forward reach ranges: not less than 15 inches nor more than 48 inches.

This change will also clarify that manually operated water closet flush controls must be located on the wide side of the toilet area. This would be consistent with the opinion received from the Access-Board in Washington D.C.

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Section 25: Proposed 18.05.785 of the City Code.

This change will require that raised counters or bars where alcoholic beverages are served be provided with a lowered section to accommodate the disabled, except when the seating capacity is 10 or fewer and equivalent service is provided within the same area. This will help ensure that accessible seating remains in place and is available to those with disabilities.

Section 26: Proposed 18.05.825 of the City Code.

This change has been proposed after further discussions with representatives of the disabled community who indicate that the “universal parking design” for handicapped parking spaces is the preferable design. The “universal parking design” will not be

required until January 1, 2006, in order to provide time for designers and contractors to become aware of the revised requirement, and to design it into their new construction projects and/or into new, reconstructed or re-striped parking lot designs.

Agenda Item # 34

City of Wichita

City Council Meeting

April 19, 2005

Agenda Report 05-0367

TO: Mayor and City Council

SUBJECT: Implement Downtown Trolley Lunch Routes (Districts I, IV, and VI)

INITIATED BY: Wichita Transit

AGENDA: New Business

Recommendation: Authorize the filing of a CMAQ grant application to operate downtown trolley lunch routes and approve, upon receipt of grant funds, the operation.

Background: In 2004, Wichita Transit (WT), in partnership with the Wichita Downtown Development Corporation (WDDC), initiated a weekday lunch shuttle downtown and a Saturday museum shuttle. This service ran for an initial trial period of July 6 to September 4, 2004. This trial period was to assess the feasibility of establishing a more permanent trolley service in the downtown area. Operating costs were split, roughly, 80 percent WDDC and 20 percent WT. Transit's portion was paid through its annual federal maintenance grant.

Last year, downtown trolley service met all expectations anticipated -- 2,918 riders rode the service, and the popularity was very positive. More importantly, surveys and ridership counts gave valuable insight to a more successful service:

- § Shorter round trip times,
- § Expand to Delano District, and
- § Start the service later in the morning.

Since the initial trolley service was a success, WT sought federal funding to support this type of service. In early 2005, WT was awarded \$80,000 per year for a three-year period under the Congestion Mitigation Air Quality (CMAQ) grant program. This program requires a 20 percent match, or \$20,000, for a total grant project of \$100,000 per year. The WDDC is interested, once again, in participating in this endeavor, pending WDDC board approval later this month.

Analysis: Based on the initial success and popularity of the downtown trolley service, the awarding of CMAQ grant funds, WDDC interest, lessons learned, and passenger survey remarks, the following trolley shuttle system for downtown is proposed:

§ Implement a four-hour, Monday thru Friday, downtown lunch route, with a \$.25 fare, from May 16 thru September 2, 2005, utilizing three trolleys to serve Delano, Old Town, and the area south of Douglas (expanded to three trolleys instead of two).

§ Implement a six-hour Saturday museum downtown route, with a \$.25 fare, from May 21 thru September 3, 2005 (same as last year).

§ Create an extensive marketing program as part of the CMAQ grant.

§ Analyze the 2005 downtown trolley services to ascertain future presence of trolleys in the downtown area for the two remaining years under CMAQ.

Financial Considerations: The total cost of the proposed trolley service and marketing will be \$100,000, with \$80,000 being paid by the CMAQ grant and \$20,000 to be paid by the WDDC. No city Transit funds will be used for this project.

Legal Consideration: The Law Department would approve the CMAQ grant resolution and working agreement between WT and the WDDC as to form.

Recommendations/Actions: It is recommended that the City Council approve the resolution and authorize the necessary signatures for the CMAQ grant and approve the trolley shuttle service as proposed, contingent on WDDC participation.

Agenda Item No. 35

City of Wichita
City Council Meeting
April 19, 2005

Agenda Report No. 05-0368

TO: Mayor and City Council

SUBJECT: CON2005-00003 – Conditional Use for ancillary parking on property zoned “SF-5” Single-family Residential. Generally located west of Hillside, on the southeast corner of 25th Street North and Lorraine Avenue. (District I)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-Consent)

MAPC Recommendations: Approved, subject to conditions, vote (9-2).

MAPD Staff Recommendations: Deny.

DAB I Recommendations: Denied, vote (8-0).

Background: The applicant requests a Conditional Use to allow ancillary parking on Lots 1 & 2, Block L, Audrey Matlock Heights 1st Addition. The subject site’s 0.34-acres are zoned “SF-5” Single-family Residential, are vacant and are located on the southeast corner of 25th Street North and Lorraine Avenue, one block west of Hillside Avenue. The applicant needs the ancillary parking for his existing business, a rental hall, located in the adjacent commercial strip building (built mid 1950s, Reserve D, except for the east 100-feet, Audrey Matlock Heights 1st Addition) located east of the subject site, on the south side of 25th Street North. Ancillary parking areas may be permitted in residential zoning districts through approval of a Conditional Use. Ancillary parking areas are subject to the Supplementary Use Regulations contained in Section III-D.6.p. of the Unified Zoning Code (see attached).

Analysis: The subject site is four blocks north of Wichita State University and a block west of a large cemetery (Old Mission, zoned “B” Multi-family Residential), which runs from 21st Street North to 25th Street North. The subject site is located in a predominately single-family residential area (homes built early to mid 1950s on the west side of Hillside), which has six churches, an elementary school, a Union Mission shelter and thrift store and Grove Park (a city park) within one to four blocks of it. Commercial development is scattered along Hillside, north of 21st Street North, with the subject site being located adjacent to one of the few small commercial clusters between 21st Street North and 29th Street North. The subject site is located west of the applicant’s business, A Touch of Class Banquet Hall, which is located in a small commercial strip building that also contains a barbershop, a beauty shop and another business. Just east of the commercial strip building, is a liquor store, which has Hillside frontage. All of these properties are zoned “LC” Limited Commercial. Properties north of the subject site, across 25th Street North, include a Costal convenience store located on Hillside and, west of the Costal, a vacant property. Both are zoned “LC”. “SF-5” zoning and single-family

residential development abut the subject site's south side and are adjacent to it on its west side, across Lorraine Avenue and also on its north side, across 25th Street North.

The attached site plan illustrates a proposed 37-stall parking lot with a 6-foot high fence on its west and south sides, where it is adjacent to and abutting "SF-5" zoning and existing single-family residential development. Access appears to be through a paved alley located between the subject site and the adjacent eastern site where the applicant's business is located, and then onto 25th Street North. No landscaping, lighting or other features are shown on the site plan. The site plan does not include the applicant's current business site, located on the adjacent east commercial strip. This lack of information makes it difficult to determine the current available parking for the commercial strip, which in turn could be used to analyze the request for additional ancillary parking.

DAB I considered this case at their March 7, 2005 meeting and recommended denial (8-0) of the Conditional Use. Three individuals and a representative of the Northeast Millair Neighborhood Association spoke in opposition to the requested Conditional Use at the meeting. The MAPC considered this case at their March 10, 2005 meeting and recommended approval (9-2) of the Conditional Use, with conditions, as a substitute motion to a motion to deny the application. Two individuals spoke in opposition to the requested Conditional Use at the meeting. Staff has received written protest against the requested Conditional Use that represent 36.07% of the protest area. When a 20% or greater protest exists, a Conditional Use cannot be approved except by at least a $\frac{3}{4}$ vote of all members of the governing body.

The recommended conditions of approval are:

1. The ancillary parking area shall be developed and operated in conformance with the requirements of Section III-D.6.p. of the Unified Zoning Code, except as noted in the conditions of approval.
2. A six-foot high screening fence shall be located on the south and west property lines entirely on the subject property and shall not extend beyond the north or east end of the paved surface of the parking lot.
3. A five-foot landscaped buffer shall be provided along the south and west sides of the parking lot and shall be planted with evergreens, a minimum of five-feet in height, every 20-feet on the south side and west sides.
4. Screening and landscaping shall be per the landscape code for parking lots along the site's 25th Street North and east side.
5. The entrances to the parking lot shall be posted with signs not exceeding six square feet in area indicating that trespassing on the property is not permitted and that the parking lot is reserved for permitted parking only. Entrance onto the parking lot shall be restricted to the platted alley, along the east side of the subject site.

6. Outside pole lighting shall be no taller than 14-feet and directed onto the site and away from the residential development abutting the south side of the site and the residential development adjacent to the west and north sides of the site. No lighting shall be located within 40-feet of the south property line.

7. A revised site plan addressing the conditions of approval shall be submitted for review and approval by the Planning Director or his designee prior to the issuance of a building permit but no later than 180 days after approval of the Conditional Use.

8. All landscaping as required by the Landscape Ordinance and the conditions of approval for the Conditional Use shall be installed within a year of final action by the governing body and maintained per a landscape plan approved by the Planning Director or his designee prior to the issuance of a building permit, but no later than 180 days after approval of the Conditional Use. The landscape plan shall specify the plant materials and method of irrigation in conformance with the requirements of the Landscape Ordinance.

9. If there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator may declare that the Conditional Use is null and void, with the concurrence of the Planning Director. In addition, the Zoning Administrator shall enforce the other remedies set forth in the Unified Zoning Code.

10. Six-foot solid screening shall be provided along the south property line of Reserve D, except for the east 100-feet, Audrey Matlock Heights 1st Addition and along its west side up to its intersection with the required solid screening (condition #2) along the south side of Lot 2, Block L, Audrey Matlock Heights 1st Addition.

Financial Considerations: None

Legal Considerations: The resolution has been reviewed and approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council:

1. Adopt the findings of the MAPC and approve the conditional use permit subject to the recommended conditions; adopt the resolution and authorize the chairman to sign and instruct the Planning Department to withhold publication until the appropriate conditions have been complied with; or
2. Deny the requested conditional use; or
3. Return the application to MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the members of the membership of the governing body on the first hearing.)

Agenda Item #36

City of Wichita
City Council Meeting
April 19, 2005

Agenda Report No. 05-0369

TO: Mayor and City Council Members

SUBJECT: SUB 2004-105 -- Plat of Riverlawn Christian Addition, Located South of 45th Street North and West of Meridian. (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (11-0)

Background: This unplatted site, consisting of one lot on 6.4 acres, is an unplatted site and is located within Wichita's city limits. This site is zoned SF-5, Single-family Residential District.

Analysis: Petitions, 100 percent, and a Certificate of Petition have been submitted for sewer and water sewer improvements.

This plat has been reviewed and approved by the Planning Commission, subject to conditions and recording within 30 days.

Legal Considerations: The Certificate of Petition has been recorded with the Register of Deeds.

Recommendations/Actions: Approve the document and plat, authorize the necessary signatures and adopt the Resolutions.

Agenda Item #37

City of Wichita

City Council Meeting
April 19, 2005

Agenda Report No. 05-0370

TO: Mayor and City Council Members

SUBJECT: SUB 2004-156 -- Plat of Faissal Addition, Located on the North Side of 13th Street North and West of Meridian. (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (10-0)

Background: This unplatted site, consisting of one lot on .32 acres, is located within Wichita's city limits. The site has been approved for a zone change (ZON 2003-73) from B, Multi-family Residential District to LC, Limited Commercial District.

Analysis: Municipal services are available to serve the site.

This plat has been reviewed and approved by the Planning Commission, subject to conditions and recording within 30 days. Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

Legal Considerations: None identified.

Recommendations/Actions: Approve the plat, authorize the necessary signatures and approve first reading of the Ordinance.

Agenda Item #38

City of Wichita
City Council Meeting
April 19, 2005

Agenda Report No. 05-0371

TO: Mayor and City Council Members

SUBJECT: SUB 2005-04 -- Plat of Save-A-Lot Addition, Located on the North Side of 13th Street North and West of Hillside. (District I)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (11-0)

Background: This site, consisting of one lot on 1.44 acres, is a replat of the Hays and Bell Addition and a portion of Marsh's Addition. The Applicant proposes a zone change (ZON 2005-01) from TF-3, Two-family Residential District to LC, Limited Commercial District for the northern portion of the site. This plat also includes the vacation of an alley. This site is located within Wichita's city limits.

Analysis: Petitions, 100 percent, and a Certificate of Petition have been submitted for water, storm water sewer and sanitary sewer improvements.

This plat has been reviewed and approved by the Planning Commission, subject to conditions and recording within thirty (30) days. Publication of the Ordinance should be withheld until the Plat is recorded with the Register of Deeds.

Legal Considerations: The Certificate of Petitions will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the document and plat and authorize the necessary signatures, adopt the Resolutions and approve first reading of the Ordinance.

Agenda Item No. 39

City of Wichita
City Council Meeting
April 19, 2005

Agenda Report No. 05-0372

TO: Mayor and City Council Members

SUBJECT: SUB 2005-13 -- Plat of Shady Ridge Second Addition, Located South of Central and East of Ridge Road. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (11-0)

Background: This site, consisting of two lots on 1.49 acres, is a replat of a portion of the Shady Ridge Addition and located within Wichita's city limits. The site is subject to the Farmington Square Community Unit Plan (DP-59). A CUP Certificate has been submitted identifying the approved CUP and its special conditions for development on this property.

Analysis: A Petition, 100 percent, and a Certificate of Petition have been submitted for water and sewer improvements. Since this site is within the noise impact area of Wichita Mid-Continent Airport, an Avigational Easement and Restrictive Covenant were submitted to assure that adequate construction methods will be used to minimize the effects of noise pollution in the habitable structures constructed on subject property. An Access Easement through Lot 1 for the benefit of Lot 2 has also been submitted. An off-site Public Utility Easement has also been submitted.

This plat has been reviewed and approved by the Planning Commission, subject to conditions and recording within 30 days.

Legal Considerations: The Notice of CUP Certificate, Certificate of Petition, Avigational Easement, Restrictive Covenant and Public Utility Easement will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that City Council approve the documents and plat and authorize the necessary signatures.

Agenda Item #40

City of Wichita
City Council Meeting
April 19, 2005

Agenda Report No. 05-0373

TO: Mayor and City Council Members

SUBJECT: DED 2005-04 -- Dedication of Access Control for Property Located North of 53rd Street North and on the East Side of Meridian. (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

MAPC Recommendation: Accept the Dedication. (8-0)

Background: This dedication is associated with a lot split case (SUB 2004-54). The Dedication is for complete access control, along Meridian, except for one opening on each lot (Lots 2 and 3).

Analysis: The Dedication has been reviewed and approved by the Planning Commission.

Financial Consideration: None.

Legal Consideration: The Dedication will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council accept the Dedication.

Agenda Item #41

City of Wichita
City Council Meeting
April 19, 2005

Agenda Report No. 05-0374

TO: Mayor and City Council Members

SUBJECT: DED 2005-05 -- Dedication of a Utility Easement and DED 2005-06 -- Dedication of Street Right-of-Way for Property Located South of 13th Street North and West of Meridian. (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

MAPC Recommendation: Accept the Dedications. (8-0)

Background: These dedications are associated with a lot split case (SUB 2004-07). The Dedications are for additional street right-of-way for a future street and for construction and maintenance of public utilities.

Analysis: The Dedications have been reviewed and approved by the Planning Commission.

Financial Consideration: None.

Legal Consideration: The Dedications will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council accept the Dedications.

Agenda Item No. 42

City of Wichita
City Council Meeting
April 19, 2005

Agenda Report No. 05-0375

TO: Wichita Airport Authority

SUBJECT: Airparts Company – S. A. No. 9

INITIATED BY: Airport Department

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Supplemental Agreement.

Background: Airparts is desirous of extending its current agreement for one additional year for the use of an office/ warehouse facility located at 1991 Airport Road on Wichita Mid-Continent Airport. Airparts has occupied the space since January 1, 1996.

Analysis: Airparts occupies 2,504 square feet of the subject building, which has a total area of approximately 12,135 square feet. Rockwell Collins occupies the remainder of the facility. An appraisal has been conducted by the Martens Companies to determine the fair market rental value of this facility.

Financial Considerations: Total annual rent will be \$10,641.96.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Department of Law.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the Supplemental Agreement, and authorize the necessary signatures.

Agenda Item No. 43

City of Wichita
City Council Meeting
April 19, 2005

Agenda Report No. 05-0376

TO: Wichita Airport Authority

SUBJECT: Rockwell Collins, Inc. – S. A. No. 4

INITIATED BY: Airport Department

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Supplemental Agreement.

Background: Rockwell Collins is desirous of exercising its option to extend its current agreement for three additional years for use of an office/warehouse facility located at 1991 Airport Road on Wichita Mid-Continent Airport. Rockwell Collins has occupied the space since March 1, 1993.

Analysis: The tenant occupies 9,629 square feet of the subject building, which has a total area of approximately 12,135 square feet. Airparts occupies the remainder of the facility. An appraisal has been conducted by the Martens Companies to determine the fair market rental value of the facility.

Financial Considerations: Total annual rent during the first year will be \$33,701.52. For the two remaining years, land rent will escalate at the rate of 5% each year for an annual rent of \$34,069.30 and \$34,457.23 respectively.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Department of Law.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the Supplemental Agreement; and authorize the necessary signatures.

Agenda Item No. 44

City of Wichita
City Council Meeting
April 19, 2005

Agenda Report No. 05-0377

TO: Wichita Airport Authority

SUBJECT: Passenger Boarding Bridges
Wichita Mid-Continent Airport

INITIATED BY: Airport Department

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the contract.

Background: On August 19, 2003 the Wichita Airport Authority approved a contract with HNTB to conduct a study for the replacement of the old, jet passenger boarding bridges.

Analysis: The study is completed and a contract has been developed for the design and bid of the passenger boarding bridges.

Financial Considerations: The design contract is \$69,908 and is within the approved budget. The contract will be funded with Federally authorized Passenger Facility Charges.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the contract and authorize the necessary signatures.

Agenda Item No. 45

City of Wichita
City Council Meeting
April 19, 2005

Agenda Report No. 05-0378

TO: Wichita Airport Authority

SUBJECT: Mechanical Systems Improvements
Wichita Mid-Continent Airport

INITIATED BY: Airport Department

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the project and contract for professional services.

Background: The 2005 Capital Improvements Program (CIP) provides for FAA Office Buildings and Tenant Improvements.

Analysis: The total project will replace mechanical equipment in three facilities on Mid-Continent Airport.

Financial Considerations: The project is estimated to cost \$350,000 and will be funded with General Obligation bonds paid for with Airport Revenue. A contract with Professional Engineering Services has been prepared in the amount of \$37,750.

Legal Considerations: The Law Department has approved the Authorizing Resolution as to legal form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the project, adopt the resolution, approve the capital budget and authorize necessary signatures.

Agenda Item No. 46

City of Wichita
City Council Meeting
April 19, 2005

Agenda Report No. 05-0379

TO: Wichita Airport Authority
SUBJECT: Airport Marketing
INITIATED BY: Airport Department
AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the expenditure of airport marketing funds utilizing the current professional services contract with Sullivan Higdon & Sink.

Background: It is the policy of the Wichita Airport Authority to fund marketing programs aimed at promoting the use of Wichita Mid-Continent Airport. The Wichita Airport Advisory Board recently voted in favor of now implementing an airport advertising campaign to promote Mid-Continent Airport for use by regional air travelers. The Advisory Board also acknowledged the importance of increased passenger travel because it results in enhanced air service, business expansion, increased tourism, and other economic benefits to the community.

Analysis: On December 21, 2004 the City Council extended an advertising contract with Sullivan Higdon & Sink. SHS, working with staff, will plan and implement advertising strategies designed to promote ICT Airport as the choice for regional travelers. One major component to achieve this goal is to implement a strategic marketing plan extending throughout the catchment area.

This program will initiate new emphasis on the role of the airport as an “economic generator.” This program will include different facets but with emphasis on a statewide media analysis/plan and development of an advertising media campaign. It will also include evaluating and using potentially other unique promotions aimed specifically at increasing ridership at Mid-Continent Airport.

Financial Considerations: The services from Sullivan Higdon & Sink will not exceed the \$600,000 budgeted in 2005 for marketing, planning and implementation of the airport campaign. SHS’ actual professional services fee is included and will not exceed 15% of the total actual funds expended.

Legal Considerations: None.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the expenditure of budgeted funds.